

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

SUPERSHUTTLE INTERNATIONAL DENVER, INC,

Employer,

and

Case **27-RC-8582**

COMMUNICATIONS WORKERS OF AMERICA,

Petitioner

**COMMUNICATIONS WORKERS OF AMERICA'S
OPPOSITION TO SUPERSHUTTLE'S REQUEST FOR REVIEW**

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I. INTRODUCTION.

Pursuant to Section 102.67(e) of the Board's Rules and Regulations, Communications Workers of America ("Union") opposes the Request for Review filed by employer SuperShuttle International Denver, Inc. ("Employer") to Region 27 Regional Director Josserand's February 26, 2010 Decision and Order in the above-named case. The Employer filed a request for review by the March 12, 2010 deadline of those portions of the Decision and Order which found that (1) the drivers who work for the Employer are employees and not independent contractors under the Act, and (2) the Employer failed to raise, and the parties did not litigate, a claim that the employees are supervisors under the Act.¹

The Employer failed to meet its burden to prove that its drivers are employees under Section 2(3) of the Act. Under either the common-law agency test followed by the Board, or the entrepreneurial opportunity test advocated by the D.C. Circuit in *FedEx Home Delivery v. NLRB*, 563 F.3d 492 (D.C. Cir. 2009), and the Employer herein, the drivers are employees under the Act. The Employer further failed to meet its burden to prove that any of the drivers are supervisors under the Act. The Employer failed to bring forth any evidence whatsoever that any of the drivers themselves were supervisor.

II. PROCEDURAL BACKGROUND.

On December 11, 2009, the Union filed a "petition seeking to represent the shuttle van drivers employed by SuperShuttle International Denver, Inc." ("Employer" or

¹ On March 12, 2010, the Union filed a Request for Review over that portion of the Decision and Order which found that the Union was prohibited from representing the Employer's employees because of a "disabling conflict of interest."

“SuperShuttle”). (RD D&O p. 1)². The Employer raised two issues in an attempt to get the petition dismissed, arguing that: 1) that the shuttle van drivers were independent contractors, not employees, and 2) that the Union’s representation of taxi cab drivers who own and operate a cooperative taxi cab firm created a disabling conflict of interest that should cause the Union to be disqualified as a representative of the Employer’s shuttle van drivers.³ A hearing on the Employer’s two issues was held on December 28, 2009, and January 7, 8 and 12, 2010. (RD D&O p. 2). On February 26, 2010 the Regional Director issued his Decision and Order. He ruled that the shuttle van drivers were employees and not independent contractors under the Act. (RD D&O pp. 28-38).

III. ARGUMENT AND AUTHORITIES

A. The Regional Director’s Decision is Not “Clearly Erroneous” on Substantial Factual Issues.

Under Section 102.67(c) of the NLRB’s Rules and Regulations, the Board will only grant a request for review “where compelling reasons exist therefore.” Where a party challenges a factual determination, it must prove that “[t]he Regional Director’s decision . . . is clearly erroneous on the record and such error prejudicially affects the rights of a party.” (NLRB Rules and Regulations, §102.67(c)(2)).

² Citations in the Brief shall be made as follows: Citations to the Regional Director’s Decision and Order as “RD D&O [page no.]”; citations to the Employer’s Request for Review as “Emp. Req. for Rev. [page no.]”; citations to the Transcript as “Tr. [page no.]”; citations to the Subpoena Transcript as “Subp. Tr. [page no.]”; citations to Respondent Exhibits as “R. Ex. [exhibit no.]”; and citations to Petitioner Exhibits as “Pet. Ex. [exhibit no.]”. All record citations are attached to this Opposition. The Regional Director’s Decision and Order is not attached, as it was provided by the Employer with its Request for Review.

³ In its brief to the Regional Director, the Employer also raised the question of whether the shuttle van drivers were supervisors. The Regional Director found that the Employer did not raise and the parties did not litigate the supervisory issue at the hearing. (RD D&O p. 2).

1. The Supervisory Issue.

The Regional Director correctly found that “the Employer has failed to meet its burden of establishing that the unit franchisee shuttle van drivers are statutory supervisors.” (RD D&O p. 28). The Regional Director also stated that “the Employer did not raise, and the parties did not litigate, the supervisory issue at hearing.” (*Id.* at 2). The Employer now takes issue with the statement that it did not raise the supervisory issue, pointing to a single statement made during discussions about subpoena responses contained in a separate, subpoena transcript. There, counsel for the Employer stated, “And I’ll refer to them as purported employees in this because, as you know, we contend that they’re independent contractors and supervisors.” (Subp. Tr. 7). The Union believes that this single statement, during a discussion of subpoena issues, is woefully inadequate to raise the issue that the petition is improper because the employees are supervisors. Moreover, the Union did not understand that the Employer was raising this issue and did not argue it in its brief to the Regional Director.

But even if the supervisory issue had been properly raised, the Employer failed to prove that *any* of the drivers were supervisors. In fact, the Regional Director cited to the woefully thin record in his Decision.

While the record establishes that SuperShuttle Denver has screened and approved 14 relief drivers, neither the Employer nor Union elicited any testimony regarding when such screening occurred, or which unit franchisees sought approval for any of the relief drivers. The record is also devoid of evidence regarding whether any of the relief drivers have recently driven SuperShuttle Denver vans, or the frequency or number of hours these relief drivers were used.

(RD D&O p. 21-22). The Regional Director further stated that “while the record provides a list of names of purported relief drivers, there is no evidence regarding the

relationship between the relief drivers and any current unit franchisees.” (*Id.* p. 28). That list, of “Known Associate Drivers”, was not accompanied by any meaningful testimony whatsoever.⁴ (R. Ex. 14). Moreover, the Employer failed to submit evidence that even one driver had served as a supervisor. In its Request for Review, the Employer cites only to a statement made by its Vice President of Regulatory Affairs about what is “permitted” under the Unit Franchise Agreement (“UFA”), (Tr. 156-57), and a statement by its General Manager as to the fact that it has happened in the past that drivers have “hired” relief drivers while they were out of the country. (Tr. 366). But there was no evidence that any single driver had actually served as supervisor.

Moreover, the Employer failed to establish that its rights have been prejudicially affected by the Regional Director’s alleged error. To the contrary, the Employer had every opportunity to bring forth evidence of driver supervisory status.

2. Facts Concerning SuperShuttle’s Business.

The Regional Director correctly found that the Employer “is engaged in the passenger transportation industry,” (RD D&O p. 2), and that the Employer “transport[s] passengers and their luggage to and from [Denver International Airport], or other destinations”, (*id.* at 34), notwithstanding a stipulation regarding what is stated in the Franchise Agreement between the Employer and drivers. First, the Employer’s Area General Manager testified that the Employer “provide[s] transportation, primarily to and from downtowns, between DIA and the downtown area, the Tech Centre and DIA”

⁴ When the document was introduced, Employer Area General Manager Ross Alexander simply stated that the list included known associate drivers and agreed with his counsel that associate drivers are also known as relief drivers. (Tr. 225). No other testimony was offered.

(Tr. 223). Moreover, in the opening language of the Unit Franchise Agreement, which all drivers are required to sign, the Employer admits these obvious facts.

[Employer] was granted the right to use a unique system of transportation services which SuperShuttle continues to develop and refine, including without limitation, a demand responsive and/or scheduled airport shuttle serving under appropriate governmental authority providing transportation to passengers traveling to and from specific metropolitan airports and destinations within the general markets surrounding those airports

(R. Ex. 11G). Clearly the Employer is engaged in the transportation industry and transports passengers and their luggage to and from Denver's airport.

The Employer also failed to prove any prejudicial effect from the alleged error. The Regional Director correctly concluded that the drivers "are not independently performing a discrete or unique part of the Employer's business, they are performing the entirety of SuperShuttle Denver's normal business operations in the Denver metropolitan area." (RD D&O p. 34). Since those operations are to provide transportation services as outlined by the Employer's Area General Manager's testimony and in the required Unit Franchise Agreement, the Employer has failed to demonstrate any prejudicial effect or bring forward "compelling reasons" to grant the Employer's request for review.

3. Facts Concerning Scheduling.

a. Electing Days Off.

The Regional Director correctly found that drivers "have no latitude to elect to take a day off without prior notification." (RD D&O p. 37). First, drivers are notified that they must get approval from management, "[i]f you need a day off other than those scheduled." (Pet. Ex. 54). Second, driver Fekadu Ejigdegsew testified that he was required to fill out a form if he wants to change his day off from that unilaterally assigned

by the Employer.⁵ (Tr. 484). Third, several documents indicate that Drivers who want time off are indeed required to submit written requests. (*See, e.g.* Pet. Ex. 20 (Driver's written request for "one week leave" for July 30-August 5, 2009); Pet. Ex. 21 (Driver's July 24, 2009 "Request for Time Off" form submitted to Manager David Schmidt); Pet. Ex. 22 (Driver's September 18, 2009 "request to switch scheduled work day" form). Fourth, if the Driver does not get permission to be off, he is subject to discipline such as a Default Letter. (Tr. 423). Finally, Driver Ejigdegsew testified that he has had day off requests denied. (Tr. 484-85). These facts substantiate the challenged phrase in the Decision and Order.

b. *Assignments of Drivers.*

The Regional Director determined that drivers "are either assigned downtown hotel runs or door-to-door (DTD) service." (RD D&O p. 10). While this is a bit of a simplification of the evidence, it is neither a substantial error nor is there any prejudicial effect from as a result of the simplification. In fact, the evidence showed that drivers are assigned to one of *three* types of assignments: downtown routes, DTD routes (pick up at homes of call-ins and drop off at DIA) or "the Golden Run" (pickups at one hotel and in residential areas in Golden, Colorado and drop off at DIA).⁶ (*See* Pet. Ex.33 (schedule for weeks of January 4 and January 11, 2010 showing numbered downtown runs, DTD runs and "G" runs for trips to and from Golden, Colorado); Pet. Ex. 34 (key to downtown runs); Tr. 379-81, 383, 470-71, 473-74). While the Employer cites testimony that

⁵ The evidence showed that schedules are unilaterally determined by Respondent's Unit Franchising Manager. (Tr. 380, 467, 541). The Manager drafts a two week schedule and gives it to all Drivers when they come to pick-up their weekly checks. (Tr. 379-80, 466; *see* Pet. Ex. 33 (January 4-17, 2009 schedule)).

⁶ The Golden Run only began a few months prior to the hearing. (Tr. 522).

drivers *could* perform “point-to-point” trips, (Emp. Req. for Rev. p. 7 and cites therein), the Employer’s General Manager admitted that no driver has *ever* actually been assigned point to point. (Tr. 446). Moreover, the Regional Director specifically found that the Employer has “point-to-point” authorization. (RD D&O p. 7). He simply correctly did not lump this authorization with the actual assignments of drivers.

The Employer also takes issue with the Regional Director’s statement that “drivers assigned to downtown routes (about half the unit franchisees) have no option to select their customers [...]” (Emp. Req. for Rev. p. 8 (citing RD D&O p. 37)). But the Employer does not cite any evidence whatsoever to establish that this statement is false. Thus, the Employer failed to prove any of its alleged “clearly erroneous” findings regarding scheduling.

c. *Assignments of Customers.*

The Regional Director accurately concluded that “DTD drivers are assigned to passengers by the computer system if no DTD driver accepts a bid.” (RD D&O p. 37). The evidence established that each of fifteen or sixteen drivers bid on the same DTD trips. (See Pet. Ex. 33 at p. 3). Once the most lucrative trips are taken, drivers are left with less-desirable trips or an empty van trip to DIA. If no one bids on a route, the Employer will “auto-assign” the route to any driver who does not have passengers. According to a July 2008 memo, “If a route has not been assigned or auto dispatch (no driver bid on it), the System will automatically assign it to the closest van that has been available for the longest time. . . . The driver does **NOT** have the option of rejecting this work.” (Pet. Ex. 49 (emphasis in original)). Drivers, in fact, are not allowed to turn down auto-assignments. (Tr. 481-82). The Employer, has disciplined Drivers for

declining auto-assigned trips. (Pet. Ex. 27Z; Tr. 407). Thus, the Employer is simply wrong when it claims that “[n]o record evidence supports” the Regional Director’s finding concerning automatic assignments. (*See* Emp. Req. for Rev. p. 8).

4. Findings Concerning Franchise and Van Ownership.

The Employer has failed to establish that the Regional Director’s conclusion that a driver is not permitted to have more than one van was incorrect. The Employer disingenuously cites to only a portion of testimony from SuperShuttle’s Vice President of Regulatory Affairs to attempt to persuade the Board that drivers are allowed to drive multiple vans. (Emp. Req. for Rev. pp. 9-10, citing Tr. 199: 20-24). But the exchange that immediately followed that testimony is telling:

Q: Are – do you know of any franchisees who have more than one franchise agreement in Denver?

A: Without taking a look at the franchise list, I could not tell you whether there is multiple franchise holders.

(Tr. 199-200). Although the Employer did not make the franchise list available then, it did so later. That list, entered as Respondent’s Exhibit 14, definitively shows that there are ninety-six separate drivers for ninety-six separate vans. (R. Ex. 14). Moreover, the required Franchise Disclosure Document, which all drivers must review and sign for, states that drivers are permitted to “operate one ‘SuperShuttle System’ van during certain specified hours to provide shared ride shuttle services” (R. Ex. 10I (emphasis added)). As demonstrated above, there is no evidence that any driver has ever operated more than the one van listed in the Disclosure Document. Thus, the Regional Director correctly determined that no driver drives more than one van.

The Employer did not submit any evidence whatsoever that a driver could enter into more than one Unit Franchise Agreement. Thus, it has failed to prove that the Regional Director's finding was "clearly erroneous."

5. Findings Concerning Relief Drivers.

The Employer has failed to prove that the Regional Director made any clearly erroneous findings regarding relief drivers. In its Request for Review, the Employer cites to statements made by high-level officials regarding what is permitted, as opposed to what actually occurs. (Emp. Req. for Rev. p. 10). But the Regional Director correctly found that scant evidence was introduced at hearing regarding the actual practice concerning relief drivers. (RD D&O p. 21; *see* discussion of relief drivers at III A (1), *supra* at pp. 3-4).

The Employer takes issue with the Regional Director's statement that "Unit franchisees may elect to park their van when they wish to take prolonged time off, but they are also permitted under the UFA to provide transportation services in the franchisee's van." (Emp. Req. for Rev. p. 10, citing RD D&O p. 21). But the evidence supports the finding that drivers use relief drivers during prolonged absences, and no evidence was introduced of any other use of relief drivers. The Employer's General Manager acknowledged that the vast majority of its drivers are immigrants from Africa. (Tr. 368-69). Driver Fekadu Ejigdegsew, the only driver who testified about using a relief driver, stated that he was forced to use a relief driver from November 10, 2008 through January 10, 2009 because he had to go to Ethiopia and the Employer would not waive the requirement that he pay for insurance on his idle van. (Tr. 485-86). Ultimately, Ejigdegsew felt that he had no choice and therefore he hired a relief driver.

(Tr. 519-20). Another Driver named Mati actually terminated his UFA rather than find a relief driver when he went home to Africa to get married. (Tr. 530). But the record was bereft of any evidence regarding any other use of a relief driver. Thus, the Regional Director's statement about the use of relief drivers during long periods of absence was not clearly erroneous.

The Employer also claims that the Regional Director's findings regarding the lack of evidence concerning the screening of relief drivers is "immaterial" because such screening is required under governmental regulation. (Emp. Req. for Rev. p. 11). In reality, however, the record includes references to screening requirements required by the Employer that are unrelated to governmental regulation. For example, a driver's UFA can be terminated if he or she "utilizes drivers who have not met the requirements of Operators described above which include the successful completion of the [Employer's] training program. . . ." (R. Ex. 11BB). The Employer also requires that all relief drives take a Defensive Driving Class, (*see* Pet. Ex. 23), and the Employer's General Manager admitted that the course is and not required by any governmental entity. (Tr. 277). Thus, it is clear that the Employer's mandatory screening of relief drivers goes beyond governmental regulation, and that the Regional Director's finding concerning screening is not immaterial or clearly erroneous.

6. Findings Concerning Rates and Fares.

In discussing regulation and oversight from the Colorado Public Utility Commission ("CPUC"), the Regional Director found that "[t]here is also a tariff component which sets the maximum flat rates (called tariffs) SuperShuttle Denver can charge." (RD D&O p. 7). The Employer takes issue with the term "maximum", claiming

“[t]he rates and fares set forth in the SuperShuttle’s PUC tariff are not minimum or maximum numbers, but instead are *the* rates and fares that franchisees may charge.” (R. Req. for Rev. p. 11 (emphasis in original)). But it is clear in the record and the Regional Director’s decision the rates are, in fact, maximums since “SuperShuttle Denver occasionally issues discount coupons through direct mail or offers discounts through discount cards offered by chain stores.” (RD D&O p. 7). In fact, the evidence demonstrated that the Employer offers discounts, coupons or group rate discounts to try to bring in more business and that the drivers must accept the lesser payment from these deals.⁷ (Tr. 184, 186, 483). Based on this evidence, it is clear that the Regional Director correctly found that the CPUC rate is the maximum rate that passengers were charged.

But even if the word “maximum” was somehow wrongly used, the Employer has failed to establish that its rights have been prejudicially affected by the Regional Director’s alleged error. The Regional Director’s determination that the Employer controlled the drivers was based on numerous factors, and the “maximum” rate was clearly not the linchpin to his determination.

7. Findings Concerning Control vs. Governmental Regulation.

The Employer contends that the Regional Director erred by determining that it exerted control over drivers that was, it claims, actually a function of governmental regulation. (Emp. Req. for Rev. p. 12). The Employer lists only three examples of areas

⁷ Driver Fekadu Ejigdegsew testified that he has been required to take discounts from passengers with King Soopers grocery store cards, Triple A, senior citizens and group discounts. (Tr. 483).

where the Regional Director erred in this regard.⁸ First, it lists the requirement to pick up passengers at Denver-area hotels and claims that such a requirement “undisputedly is a Colorado PUC requirement to comply with ‘time schedules’ submitted with the PUC, and which takes the form of detailed tables of pickup times from dozens of hotels (R. Ex. 19 at 2).” (*Id.*) (other internal citations omitted). But upon closer examination of Respondent’s Exhibit 19, it is clear that the schedule is not promulgated by the PUC but *by the Employer itself*. The first page of the document clearly states that it was issued by the Employer’s Vice President and General Manager Robert C. Tschupp, and merely approved by the PUC. (R. Ex. 19). Thus, the Employer submitted a schedule to ensure that it gets as much of the downtown-to-DIA business as it can, and effectively froze out its competitors by doing so. It was also established that the Employer unilaterally strays from the schedule at its convenience. In fact, for the period of December 21, 2009 until January 3, 2010, the Employer required drivers to follow a new schedule with only half of the usual downtown runs. (Pet. Ex. 58; Tr. 529, 545-46, 553-55). The Employer produced no evidence whatsoever to explain why it strayed from the schedule approved by the PUC or whether it had governmental approval to do so. Under these circumstances, the Employer cannot hide behind governmental regulation to excuse tight schedules that it submitted, ignores when it wants, and does, in fact, control.

Second, the Employer claims that the Regional Director erred by allegedly finding control because of the requirement that drivers maintain specific levels of liability insurance. (Emp. Req. for Rev. p. 12). But that statement fails to reveal the Regional

⁸ The Employer states that these three examples are “by way of example only.” (Emp. Req. for Rev. p. 12). But since it lists no other examples, only these three can be considered in determining whether to grant the Request for Review.

Director's entire sentence concerning liability insurance. The Regional Director wrote, "The Employer requires the unit franchisees to maintain specific levels of liability insurance, *which they must purchase through a designated carrier by payroll deduction.*" (RD D&O p. 35 (emphasis added)). In fact, SuperShuttle International requires all drivers to take its insurance plan, currently at the cost of \$135 per week. (R. Ex. 11T; Tr. 344-45). According to the UFA,

Franchisee agrees that [the Employer] shall obtain insurance coverage in amounts that [the Employer] determines . . . and Franchisee shall reimburse [the Employer] for its costs in doing so. Franchisee acknowledges that [the Employer] shall determine the carrier (which may be an affiliate of [the Employer]), the risks and coverages for which insurance shall be obtained and the amounts of coverage.

(R. Ex. 11 at p. 14). The evidence further shows that the Employer has unilaterally changed the prices of insurance, and simply announced the price increase in memos to Drivers. (See Pet. Ex. 37 (announcement of \$9.23 weekly price increase for all Drivers)). Thus, the evidence of control cited by the Regional Director did not relate simply to the fact that insurance is required, but by the total control over liability insurance that the Employer exerts over drivers.

Finally, the Employer cites as error the fact that the Regional Director listed the requirements for the color and logos of its vehicles and the drivers' uniforms as evidence of employer control, although the Employer claims these requirements are regulatory in nature. (Emp. Req. for Rev. 12). Once again, the Employer has not accurately recounted the Regional Director's words. On van colors and logos, the Regional Director wrote, "The Employer also has rigid requirements for the color and logos in the vehicles, including that the unit franchisees use specific proprietary paint color formulas." (RD D&O p. 36). These paint color formulas – which are clearly required by the Employer

but not by any government agency – are a legitimate example of control. As to uniforms, the Regional Director wrote:

Similarly, the Employer has a strict uniform policy and grooming standards to which the unit franchisees must adhere. If the drivers are observed out of uniform or unkempt, the Employer issues them default letters, including threatening to purchase new uniform items for the drivers and takes reimbursement from their settlement checks.

(*Id.*). In other words, while the requirement that drivers wear uniforms may come from governmental regulation, the way that the Employer *enforces* these regulations goes far beyond anything contemplated by the government and is a strong example of employer control.

Finally, even if all of these requirements truly came from governmental regulation – and clearly they do not – the Employer cannot show a prejudicial effect. That’s because the Regional Director listed literally dozens of examples of Employer control, the vast majority of which the Employer does not challenge. For example, the Regional Director states that the most significant example of control is that the Employer “mandates that the vehicles have a GPS system that allows the Employer to monitor the vehicle even it is no in service during scheduled shifts.” (RD D&O p. 36). Thus, the elimination of a few of these myriad examples of control would not overcome the overwhelming evidence of the Employer’s control over the drivers.

B. The Regional Director’s Decision Does Not Depart from Board Precedent.

The Employer also claims that compelling reasons exist to grant review because the Regional Director departed from officially reported Board precedent under Section 102.67(c)(1)(ii) of the NLRB’s Rules and Regulations.

1. The Regional Director Correctly Applied the Common-Law Test Regarding Independent Contractor Status.

In determining whether the drivers here are employees or independent contractors, the Regional Director correctly applied the common-law agency test set forth in Restatement (Second) of Agency, Section 220 (1958). (RD D&O 32-38). Rather than blindly applying each of the ten factors listed in the Restatement, the Regional Director reasonably “grouped those factors into five categories based on the specific evidence considered herein.” (*Id.* at 32). The Employer claims that by doing so, the Regional Director “disregarded precedent and created his own test.” (Emp. Req. for Rev. p. 14). But this simply is not true. The Regional Director correctly applied those portions of the test that were relevant to the case at bar.

The Employer complains that the Regional Director wrongly disregarded the fact that “the parties intended to form an independent contractor relationship.” (*Id.* at 15). But this factor has been present in numerous other cases in which the Board has found drivers to be employees and, thus, is clearly not a determinative factor. *See, e.g., Time Auto Transportation*, 338 NLRB 626 (2003); *Corporate Express Delivery Systems*, 322 NLRB 1522, 1524 (2000), *enf’d* 292 F.3d 777 (D.C. Cir. 2002); *Slay Transportation Co.*, 331 NLRB 1292, 1293 (2000); *Roadway Package System, Inc.*, 326 NLRB 842, 848 (1998); *Elite Limousine Plus*, 324 NLRB 992, 994 (1997).

The Employer also complains that the Regional Director gave too much weight to the fact that the UFAs were non-negotiable. But the evidence demonstrated that no driver has ever negotiated for a different compensation rate, alterations to the strict rules regarding the make, model, color, size, age and mechanical condition of the vehicles used or any other substantial part of the UFA. The fact that “the agreement containing the

terms and conditions under which [drivers] operate is promulgated unilaterally by the Employer” is a factor “favoring finding the [drivers] to be statutory employees.” Argix Direct, Inc., 343 NLRB 1017, 1022 (2004). This factor also distinguishes this case from *Dial-a-Mattress*, 326 NLRB 884 (1998), where some of the owner-operators negotiated better fees. All in all, the owner operators in *Dial-a-Mattress* were afforded “significant entrepreneurial opportunity for gain or loss”, 326 NLRB at 891, which simply does not exist for the Employer’s drivers.

The Employer argues that the one-year terms of the UFAs are a factor favoring a finding of independent contractor status. (Emp. Req. for Rev. p. 16). But the evidence established, and the Regional Director found, that the “drivers continue to operate under expired UFA’s until the Employer provides them with successor franchise agreements.” (RD D&O 33). In fact, the Employer’s General Manager admitted to a “backlog” of expired agreements. (Tr. 588). Moreover, the evidence established, and the Regional Director found that “[t]here is also no evidence that SuperShuttle Denver has declined to renew a unit franchisee’s agreement upon expiration, and instances of mid-term UFA terminations are rare.” (RD D&O 33). Thus, the Employer did not establish that the drivers have a “finite work relationship,” (Emp. Req. for Rev. p. 16), or that the Regional Director misapplied the common-law test.

2. The Regional Director Did Not Stray from Board Precedent When Considering Whether Control Was Asserted Over Drivers Because of Governmental Regulation.

As with its assertion regarding the Regional Director’s factual analysis, the Employer claims that the Regional Director erred by finding employer control where there was allegedly governmental regulation. (Emp. Req. for Rev. pp. 17-20). But the

Employer misstates the Decision. As cited in the factual discussion at III A (5), (6) and (7), (*supra* at pp. 9-14), the Regional Director correctly found repeated incidents of control wholly unrelated to governmental regulation, and the examples of regulation claimed by the Employer were wildly exaggerated. Simply put, the Employer failed to establish the “regulatory pass-downs” it relies on. (Emp. Req. for Rev. p. 18).

- As stated at pp. 12-13, *supra*, the Regional Director did not merely rely on the rate of required liability insurance, but on the fact that the Employer requires its drivers to purchase such insurance through a designated carrier by payroll deduction. (RD D&O p. 35).
- As stated at pp. 10-11, *supra*, the Regional Director did not simply claim that there was a “maximum tariff”, but determined that the Employer unilaterally adjusted the tariff by offering discounts that the drivers were required to abide by. (RD D&O p. 7).
- As stated at p. 12, *supra*, the strict schedule that drivers must adhere to is set not by the CPUC but by the Employer itself. The Employer submitted a schedule to ensure that it gets as much of the downtown-to-DIA business as it can, and effectively froze out its competitors by doing so. The CPUC merely approves the application, but it does not mandate the schedules. It was also established that the Employer unilaterally strays from the schedule at its convenience. This is clearly not an example of a “regulatory pass down”.

Under these circumstances, the Employer failed to establish that the Regional Director departed from Board precedent.

3. The Regional Director Correctly Applied the Supply of Instrumentalities Test.

Under the common-law test, the Board determines “Whether the employer or the individual supplies the instrumentalities, tools and the place of work for the person doing the work.” Restatement (Second) of Agency, Section 220 (1958); Argix, 343 NLRB at 1020 n.13. Here, the Regional Director applied this factor and determined that it supported the finding that the drivers are employees. (RD D&O pp. 35-36). The Regional Director based this decision on several factors: (1) drivers are required to get levels of liability insurance through the Employer’s carrier at rates unilaterally set by the Employer; (2) the Employer controls the make, model, age, size and mechanical and physical condition of the vehicles, including mandatory bimonthly vehicle inspections; (3) drivers are subject to discipline if they fail an inspection or are found to be in default of their UFAs; (4) the Employer has rigid requirements for vehicle colors and logos, including specific proprietary paint color formulas; (5) vehicles must be replaced at five years or 450,000 miles; (6) the Employer has strict policies for uniforms and grooming and will discipline drivers for failure to follow the policies and/or unilaterally take money from their settlement checks to purchase additional uniform items; (7) the Employer mandates specific communications equipment and disciplines employees for failure to constantly use the equipment; and “most significantly”, (8) the Employer requires employees to use GPS to monitor their vehicles and the Employer gets weekly reports on driver speeds and disciplines employees for allegedly traveling too fast. (*Id.*).

Despite the strong evidence cited by the Regional Director, the Employer claims that he should have explicitly considered the “place of work” – i.e. in a vehicle owned or leased by the driver – and determined that this factor supports independent contractor

status. The Employer then chooses a few cases that support this conclusion, while ignoring Board precedent going the other way. (Emp. Req. for Rev. 20). For example, *Roadway Package System*, 326 NLRB at 845, the case repeatedly cited by the Employer regarding the common-law test, the Board ruled that pickup and delivery drivers were employees, and not independent contractors, despite the fact that their place of work was the vehicles that they owned or leased. The Regional Director clearly did not stray from Board precedent here.

4. The Regional Director Did Not Depart from Board Precedent Concerning Entrepreneurial Opportunities.

The Regional Director considered the record evidence and determined that the Employer had not proved that the drivers had true entrepreneurial opportunities to be classified as independent contractors. (RD D&O pp. 37-38). Rather than specifically re-establish facts that had already been discussed previously in the Decision, the Regional Director summarized many of the factors that demonstrated that the drivers did not have true entrepreneurial opportunities. Here, he referenced, *inter alia*, the method in which drivers were paid, the drivers' lack of independence in setting work schedules and the fact that only one driver had recently set up an LLC, while apparently the other ninety-five drivers worked directly for the Employer. (*Id.* at 38). Moreover, the Regional Director found that the Employer set up several barriers to entrepreneurial activity, such as the fact that drivers are allowed to franchise the operation of only one vehicle and that relief drivers must be approved by the Employer. Finally, and most significantly, the Regional Director found that drivers are not allowed to transfer their franchises without prior approval by the Employer. (*Id.*). In fact, the evidence showed that in order to transfer his UFA, a driver must give thirty days notice, pay a transfer fee at least \$1,000

to the Employer, pay all of the Employer's costs, including legal fees, for signing up the new driver, and, perhaps worst of all, the Employer is permitted to reject the transfer if the Driver has not "fulfilled all obligations" to the Employer, such as if he or she owes money on the lease. (See R. Ex. 11 at Section 13.B; Tr. 196-97). Not surprisingly, there were no transfers whatsoever in 2006, 2007 or 2008, the last three years in which Employer reported these numbers. (R. Ex. 10 at p. 44; Tr. 198).

The Employer challenges the Regional Director's findings on entrepreneurial opportunity by claiming the fact that drivers allegedly *could* hire relief drivers is enough to make them independent contractors. (Emp. Req. for Rev. p. 23). But that claim actually ignores Board precedent. In fact, the relief driver issue here is most like that encountered by the Board in *Igramo Enterprise Inc.*, 351 NLRB 1337 (2007). There the employer used drivers to pick up blood samples from veterinarians and veterinary hospitals. The evidence showed that, like the situation with the mostly African immigrant drivers for SuperShuttle Denver, some of the drivers there occasionally had others drive their routes so that they could take a vacation. *Id.* at 1344. The Board found that such infrequent use of a substitute did not turn the employees into independent contractors. *Id.* Thus, the Regional Director did not ignore Board precedent regarding relief drivers and entrepreneurial opportunities.

The Employer also relies heavily on the readily distinguishable cases of *Dial-a-Mattress*, 326 NLRB 884 (1998) and *Argix Direct, Inc.*, 343 NLRB 1017. In *Dial-a-Mattress*, the owner-operators at issue employed helpers and some owner-operators had as many as six or ten vehicles for which they hired drivers and additional helpers. 326 NLRB 884. But as the Regional Director correctly found here, the drivers at issue are

only allowed to have one van and none of them regularly hire any “employees”. The evidence shows that the only time relief drivers are used is when a driver is leaving the country for a period of weeks and months. And even then, the Employer retains heavy control over the relief drivers by drug testing them, training them and requiring that it must approve them.

Similarly, the facts *Argix Direct, Inc.*, 343 NLRB 1017, are readily distinguishable from the case here. In *Argix*, the employer put no restrictions on the contractors’ use of vehicles for other purposes, the contractors were able to choose to not take routes on some days and, in fact, some worked only one day a week for the employer so that they could work elsewhere. None of those factors exist here. In *Argix*, five of the contractors owned twenty of the sixty-three vehicles and hired drivers to operate them, in contrast to this case where no Driver has or is permitted to have more than one van. In *Argix* the vehicles could be of any make, model or color and the owner-operators could place their own names on their trucks, while here the vehicle must meet exacting specifications and must have the SuperShuttle colors and logo. In *Argix*, owner-operators were free to choose not to work on any day without penalty. *Id.* at 1020. Here, management maintains all power over the scheduling of drivers. Clearly the very cases the Employer relies on for entrepreneurial opportunity are distinguishable from the facts here and the Employer has failed to prove that the Regional Director ignored precedent.

5. The Regional Director Did Not Depart from Board Precedent By Citing to Cases Decided Prior to *Roadway Package System* and *Dial-a-Mattress*.

The Employer twice attacks the Regional Director’s decision for citing to cases decided prior to *Roadway Package System, Inc.*, 326 NLRB 842, and *Dial-a-Mattress*,

326 NLRB 884. First, in Section III.B.5. of its Request for Review, the Employer questions the Regional Director's reliance on two cases in analyzing the method of payment factor. (Emp. Req. for Rev. pp. 26-28). Then, in Section B.6., the Employer makes the same argument in a more general way. (*Id.* at 28-29). But the Regional Director specifically addressed the issue and explicitly stated the Board approved this approach in *St. Joseph News-Press*, 345 NLRB 474 (2005). (RD D&O p. 32 n.12).

In *St. Joseph News-Press*, supra at 478, the Board addressed the viability of its pre-*Roadway* holdings as follows: "In determining the status of the carriers in this case, we rely on the Board's analysis in *Roadway* and *Dial-a-Mattress*. With respect to the Respondent's argument that *Roadway* did not change the legal landscape, and that thus the right of control test is still applicable, we note that although *Roadway* does not directly address the continuing viability of the pre-*Roadway* cases, the Board's analysis in those cases recognized, as does Supreme Court law, that both the right of control and other factors, as set out in the Restatement, are to be used to evaluate claims that hired individuals are independent contractors. Further, we noted that since *Roadway*, the Board has continued to cite pre-*Roadway* cases that are consistent with the principles set forth there. The Board will continue to rely on the analysis in such cases, without adopting the Respondent's characterization of the development of the law. [Emphasis added.]."

(RD D&O p. 32 n.12). Following this precedent, the Regional Director cited to two cases with strikingly similar facts to the case at bar to analyze the method of payment issue.

Incredibly, the Employer ignores the Regional Director's citation to *St. Joseph News-Press* on this point, and simply argues the facts anyway. But since the Regional Director clearly followed Board precedent, the Employer's request to review his subsequent findings should be denied.

IV. CONCLUSION.

For the foregoing reasons, the Board should deny the Employer's Request to Review the Regional Director's Decision regarding the independent contractor and supervisor issues.

Respectfully submitted this 18th day of March, 2010.

A handwritten signature in black ink, appearing to read 'Stanley M. Gosch', written over a horizontal line.

Stanley M. Gosch
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Richard Rosenblatt & Associates LLC
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America

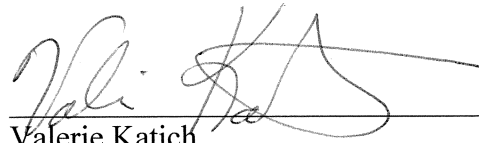
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 18th day of March, 2010, I electronically filed a true and correct copy of **COMMUNICATIONS WORKERS OF AMERICA'S OPPOSITION TO SUPERSHUTTLE'S REQUEST FOR REVIEW** with the NLRB's E-file, electronic filing system.

A true and correct copy of the foregoing and a Certificate of Service was sent via U.S. Mail, pre-paid to:

Michael Josserand, Regional Director
National Labor Relations Board, Region 27
600 17th Street – 7th Floor North Tower
Denver, CO 80202-5433

Patrick R. Scully
Daniel M. Combs
Sherman & Howard, L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202



Valerie Katich

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 18th day of March, 2010, I electronically filed a true and correct copy the **Communications Workers of America's Opposition To SuperShuttle's Request For Review, Certificate of Service, and all portions of the record cited in this brief as required under section 102.67 of the Board's Rules and Regulations** with the NLRB's E-file, electronic filing system.

A true and correct copy of the foregoing and a Certificate of Service was sent via e-mail to:

Michael Josserand, Regional Director
National Labor Relations Board, Region 27
600 17th Street – 7th Floor North Tower
Denver, CO 80202-5433

Patrick Scully, Esq.
Daniel M. Combs, Esq.
Sherman & Howard, L.L.C.
633 17th Street, Suite 3000
Denver, CO 80202

s/ Valerie Katich
Valerie Katich, Support
Richard Rosenblatt & Associates, L.L.C.
8085 E. Prentice Avenue
Greenwood Village, CO 80111
P-303/721-7399
F-720/528-1220

Respondent's Exhibits

Based upon availability, you have the right to operate either from 1:00 a.m. to 3:00 p.m. ("AM Franchise") or from 11:00 a.m. to 1:00 a.m. ("PM Franchise") or from 5:00 p.m. to 7:00 a.m. ("Overnight Franchise"). The territory in which you will operate will consist of Denver International Airport and the surrounding Denver metropolitan area.

So long as you satisfy your contractual obligations, you may conduct charter operations which are incidental scheduled transportation between locations other than the airport and exclusive non-shared transportation within your area. Neither of these includes the use of City Licensee's trip generating system. A franchisee may not conduct charter or shuttle operations in competition with SuperShuttle. This restriction is necessary to safeguard the brand image and to protect the interests and investments of all the franchisees, and is customary in franchised businesses. Accordingly, a franchisee may not use any equipment provided by SuperShuttle or carry any label or mark of SuperShuttle for any purpose except those in furtherance of the Unit Franchise Agreement with City Licensee. You are further prohibited from using or disclosing any proprietary information or methods for any purpose except in furtherance of your Unit Franchise Agreement with City Licensee.

In addition to the Unit Franchise Agreement, you must sign the Communication and Specialized Equipment Agreement. When you pay a \$1,500.00 deposit to City Licensee, City Licensee will install the decals on your vehicle and specialized communication transmission equipment you need for City Licensee's trip generating system in your vehicle. City Licensee will also install other equipment in your vehicle, such as a headsign and credit card processing equipment. This equipment may also include automated vehicle identification transponders ("AVI"). The airport authority may require that City Licensee install an automated vehicle-tracking device in your vehicle at any time. City Licensee loans all of this equipment to you for your use while you are a franchisee. You pay \$250.00 to City Licensee for the cost to install the decals on your vehicle and to remove them when your Franchise Agreement expires or terminates. City Licensee loans all of this equipment to you for your use while you are a franchisee. You must grant City Licensee a security interest in your vehicle.

City Licensee and SuperShuttle have an affiliate that may provide insurance coverage to franchisees.

Beginning in March 2007, Blue Van Leasing, Inc., an affiliate of City Licensee and SuperShuttle, has offered vehicles for lease to franchisees. Blue Van Leasing's principal business address is 14500 North Northsight Blvd., Suite 329, Scottsdale, Arizona 85260, telephone (480) 609-3000.

The City Licensee received its rights from SuperShuttle. SuperShuttle franchises the right to operate shared-ride shuttle services between airports and destinations within the general area surrounding airports under the "SuperShuttle" name. The SuperShuttle system includes a national central reservations system and dispatch system, which are referred to as the trip generating system, and cashiering systems. The shuttle services include both scheduled transportation and transportation on demand. The business that

ITEM 1.

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "City Licensee" means SuperShuttle International Denver, Inc. a Colorado corporation, and is the licensee that has the right to operate and franchise shared ride shuttle services under the name "SuperShuttle" in the general area surrounding the Denver International Airport. "SuperShuttle" means the franchisor - SuperShuttle Franchise Corporation, a Delaware corporation, that granted City Licensee the right to franchise those services. "You" means the person who will own and operate a SuperShuttle system van as the independent franchisee of City Licensee and, in some contexts also means any employees, subcontractors or agents utilized by you in the operation of your business. City Licensee strongly recommends that you form a formally established business entity (i.e., corporation, partnership, limited liability company or registered general partnership) to act as franchisee, and obtain a tax identification number from the Internal Revenue Service. You must also file a fictitious business name statement with the appropriate regulating agency. "You" also refers to owners of the business. SuperShuttle is a Delaware corporation that was incorporated on October 14, 1986 and does business as SuperShuttle. SuperShuttle's principal business address is 14500 N. Northsight Blvd., Suite 329, Scottsdale, Arizona 85260, telephone (480) 609-3000. SuperShuttle does not have any predecessors.

City Licensee is a corporation that was formed on June 14, 2000 and does business as SuperShuttle Denver. City Licensee's principal business address is 7500 E. 41st Avenue, Denver, Colorado 80216. City Licensee's predecessor, Denver Shuttle, Inc., a wholly owned subsidiary of Yellow Transportation, LLC, a Colorado limited liability company and a licensee of SuperShuttle, has operated in Denver, Colorado since 1995. Denver Shuttle's principal business address is 7500 E. 41st Avenue, Denver, Colorado 80216. In December 2000, SuperShuttle International, Inc. ("International") the parent corporation of SuperShuttle and City Licensee acquired the assets of the Denver Shuttle, Inc. SuperShuttle does not have any predecessors.

City Licensee's and Super Shuttle's agents for service of process are disclosed in Exhibit B.

City Licensee's and SuperShuttle's parents and their addresses are disclosed in Exhibit M.

City Licensee grants to independent businesses the right to operate one "SuperShuttle System" van during certain specified hours to provide shared ride shuttle services and certain other services within a certain geographic area and to participate in City Licensee's trip generating system. After you have operated the business for some time, you may demonstrate to us that your business is capable of expansion, in which case you may be able to enter into another franchise agreement with us.

SUPERSHUTTLE

UNIT FRANCHISE AGREEMENT

THIS UNIT FRANCHISE AGREEMENT is entered into this ____ day of _____, 20____, between, SuperShuttle International Denver, Inc., d.b.a. SuperShuttle Denver, a Colorado corporation (the "**City Licensee**") and _____, (the "**Franchisee**"), with reference to the following facts:

A. Pursuant to a License Agreement between SuperShuttle Franchise Corporation, a Delaware corporation ("**SuperShuttle**") and City Licensee (the "**License Agreement**"), City Licensee was granted the right to use a unique system of transportation services which SuperShuttle continues to develop and refine, including without limitation, a demand responsive and/or scheduled airport shuttle serving under appropriate governmental authority providing transportation to passengers traveling to and from specific metropolitan airports and destinations within the general markets surrounding those airports, as well as other transportation services which may be developed in the future under the Marks, as defined below, from time to time (the "**System**"). The System includes demand responsive shared ride shuttle services, but not executive sedan services or ordinary taxi services that are not operated as shuttle services. City Licensee was also granted the right to enter into this Agreement pursuant to the License Agreement;

B. The airport ground transportation business is a regulated industry and, as a result, there are and will be a substantial amount of restrictions arising from government regulation including, without limitation, requirements imposed by airport authorities, local, state and federal government agencies and other regulatory bodies (the "**Regulating Authorities**") and which will impact the manner in which the Franchisee may operate Franchisee's business. These restrictions are not imposed by SuperShuttle, but effectively are passed along in order to implement the governmental regulatory scheme. Moreover, the Franchisee will be required to obtain certain permits, registrations and to comply with the regulations for doing so in the operation of a SuperShuttle-flagged vehicle. The City Licensee provides shared-ride van shuttle services under concession agreements with airport authorities. Those concession agreements specify the services to be provided and dictate the operating requirements contained in this Unit Franchise Agreement, including without limitation van specifications, driver uniforms and driver conduct. A copy of the concession agreement or permit to operate will be provided upon request;

C. Franchisee is operating a business independent of and distinct from those of SuperShuttle and City Licensee. While Franchisee will receive instructions and direction from City Licensee during the performance of its duties under the Franchise Agreement, those instructions and directions relate to government-imposed requirements or the result of its work, not to the details of how the work is performed. Any instructions regarding the details of performance are those inherent in a franchise

claims (as defined in Section 14 below), penalties, assessments, or other direct or indirect losses arising out of any failure by Franchisee to truthfully and accurately report gross revenues, passenger volume or other information to City Licensee.

5. INSURANCE

Franchisee acknowledges that an airport or another Regulating Authority may require that Franchisee obtain insurance through City Licensee. If there is such a requirement, Franchisee agrees that City Licensee shall obtain insurance coverage in amounts that City Licensee determines (which will be at least the amount required by statute and by the airport or other Regulating Authority) and Franchisee shall reimburse City Licensee for its costs in doing so. Franchisee acknowledges that City Licensee shall determine the carrier (which may be an affiliate of City Licensee), the risks and coverages for which insurance shall be obtained and the amounts of coverage. If neither the airport at which Franchisee operates nor any Regulating Authority requires that Franchisee obtain insurance through City Licensee, Franchisee shall obtain the insurance coverage that City Licensee requires from insurers who meet City Licensee's criteria. Franchisee also acknowledges that City Licensee may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, carrier assessed surcharges on a vehicle(s), or other relevant changes in circumstances. Such insurance policies shall name Franchisee and any other Operator, City Licensee and SuperShuttle and their parents and affiliates and, if required, an airport in the Territory, as additional insureds and shall provide for thirty (30) days' prior written notice to City Licensee, SuperShuttle and such airport, if applicable, of any material modification, cancellation, or expiration of a policy. The maintenance of such insurance shall not relieve Franchisee of any obligation under this Agreement. The issuer of any insurance policy shall have a Certificate of Authority to transact insurance business in the State of Colorado or have a Best's rating of at least A and a Best's Financial Size Category of Class IV or better, according to the most current edition of Best's Key Rating Guide.

6. TRADE SECRETS

Franchisee acknowledges that there is information disclosed by City Licensee pursuant to this Agreement, during the initial training program and in the Manual, that is proprietary, confidential and a trade secret of SuperShuttle. Franchisee agrees to maintain the absolute confidentiality of all such information during and after the Term of this Agreement and not to use any such information in any other business or in any manner not specifically authorized or approved in writing by City Licensee and SuperShuttle. Franchisee shall not make copies of such information or divulge such information to any other person. Franchisee shall not enter into any employment relationship, affiliation or association with any competitor of City Licensee or SuperShuttle, nor shall Franchisee obtain or maintain any interest in any such

- (14) under-pays its license fees to City Licensee by under-reporting its revenues or an audit reveals that Franchisee has under-reported its revenues to City Licensee for the period that was audited;
- (15) does not comply with the Tariff currently in effect, or if Franchisee permits an Operator who does not comply with the Tariff to continue to operate the Vehicle;
- (16) falsifies or alters one or more trip sheets, credit card receipts, training records, driving records;
- (17) tests positive for drugs or alcohol at any time;
- (18) has its Vehicle repossessed for any reason and does not immediately make alternative arrangements satisfactory to City Licensee to provide transportation to SuperShuttle customers;
- (19) abandons its Vehicle or abandons its franchise;
- (20) violates City Licensee's accessibility policy;
- (21) violates City Licensee's policy against workplace violence or its policy against harassment and discrimination;
- (22) utilizes drivers who have not met the requirements of Operators described above which include the successful completion of the City Licensee's training program or does not have an Operator who meets the qualifications set forth in the Manual, including without limitation, completing the initial training to City Licensee's satisfaction, within one hundred twenty (120) days after the date of this Agreement;
- (23) enters into an employment relationship, or other association or affiliation with a business that is competitive with that conducted by City Licensee or SuperShuttle, or acquires an interest in any such business or in any way (other than pursuant to this Agreement) utilizes any of City Licensee's or SuperShuttle's proprietary information, Trip Generating System, Specialized Equipment and/or any Mark, item of Trade Dress or any other identifying feature;
- (24) acts in a fraudulent manner, including without limitation, bribing, threatening, coercing, or joining forces with an employee, subcontractor or agent of City Licensee, other franchisees, any airport or hotel, for the purpose of obtaining business at the expense of City Licensee or City Licensee's other franchisees; or
- (25) Franchisee becomes a Specially Designated National or Blocked Person.

Denver SuperShuttle Driver List

VAN	First Name	Last Name
70	Mengesha	Zeleke
72	Dereje	Kassa
86	Noureddine	Bereqzi
98	Argaw	Bulcha
103	Michael	Salazar
208	Efrem	Gebremariam
228	Immanuel	Desta
264	Tesfaye	Kiflestion
299	Addisu	Worknhe
314	Mesfin	Mekonnen
315	Mahmoud	Ezzat
319	Asfaw	Woldemedhine
322	Afeworki	Haileab
330	Abdirashid	Abdalla
337	Fsahaye	Gebreslase
361	Dawit	Teferi
366	Eshetu	Ademasu
368	Abderrahim	Ait-Mahmoud
369	Birru	Gebeyehu
370	Samuel	Kuka
371	Paulos	Mengistu
372	Brian	McKernan
374	Daniel	Dessie
379	Moussa	Ait-Yousse
381	Alem	Ghebremedhin
382	Haileyesus	Makonnen
383	Tewodros	Amare
386	Hicham	Aziam
387	Henok	Mengistu
388	Tesfaldet	Hbtmariam
389	Amha	Taa
390	Yonas	Abay
391	Mohamed	Kaina
406	Abdelkrim	Aouinat
415	Alemseged	Yemaneh
420	Joe	Varela
422	Zekaria	Afif
423	Dawit	Kumi
424	Asfaw	Dori
425	Yared	Yishak
426	Fekadu	Ejigdegsew
427	Solomon	Sahelu
428	Hamid	Ahmed
429	Desta	Tesfay
430	Mathusala	Habteselasse
432	Wondemagegenhu	Mequanent
434	Enayatullah	Ismaeli
435	Kahsay	Berhe
437	Adisu	Jembrie
438	Million	Abay
439	Solomon	Hailemariam
440	Negede	Assefa
441	Asmeret	Kahsay
442	Biruk	Hussein
443	Werkneh	Dessie
444	Eskinder	Muslah
445	Afeworki	Tsehay
446	Yohannes	Amanuel
447	Behailu	Leggese
448	DAniel	Tolossa

Known Associate Drivers

Chali Berhanu

Steve Cordrey

Wondwossen Belachew

Milkas Araya

Milkas Araya

Mellese Hailemariam

Julio Perez/ Mohamed Ben Houssa

EXHIBIT

Respondent 14

A

VAN	First Name	Last Name
449	Yohannes	Mekonnen
450	Mohamed	Kemehe
451	Goitom	Dori
452	Hassan	Rabo
453	Melaku	Woge
454	Besrat	Bedane
455	Tesfaye	Gebremariam
456	Mohammad	Mobarez
457	Beneyam	Tessema
459	Firew	Gebbru
460	Abdel	Hmami
461	Henok	Andeta
462	Mustapha	Fakiri
463	Tesfu	Elala
464	Haile	Abay
465	Tesfaye	Taffer
466	Luis	Hondermann
467	Mekdem	Tesfaye
9370	Mohamed	Haffad
9372	Negussie	Asfaw
9373	Mustapha	Mouaddine
9374	Sentayehu	Abebe
9375	JUMR	LLC
9375	Atequellah	Momandi
9375	Uriel	Rauff
402	Bob	Nie

Known Associate Drivers

James Whitmore

Mohamed Hallouz

Negede Mammo

Negede Assefa
Driven by Atequellah Momandi & Uriel Raufi

Charter Driver

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STATE OF COLORADO
PUBLIC UTILITIES COMM.
REFORMATTED Title Page

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SECOND REVISED TITLE PAGE

REFORMATTED Time Schedule No. 3

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First Revised Time Schedule No. 3

SUPERSHUTTLE INTERNATIONAL DENVER, INC.

TIME SCHEDULE NO. 3

NAMING

ARRIVAL AND DEPARTURE TIMES FOR SERVICE

BETWEEN

DENVER INTERNATIONAL AIRPORT AND

DOWNTOWN HOTELS AND SOUTHEAST/DENVER TECH CENTER HOTELS

AND NAMED POINTS

ACCORDING TO THE AUTHORITY AND RESTRICTIONS SET FORTH IN

PUC CERTIFICATE NO. 55686

Issued: August 6, 2007

Effective: August 7, 2007

ISSUED BY
ROBERT C. TSCHUPP
VICE PRESIDENT AND GENERAL MANAGER
SUPERSHUTTLE INTERNATIONAL DENVER, INC.
4605 PARIS STREET, BOX #1, SUITE D20
DENVER, COLORADO 80239

{00335893.1}

EXHIBIT

Respondent 19

cancels

Original Page 1B

SuperShuttle International Denver, Inc.

Downtown Route No. 1

Westminster Labor Center	Golden Library	Maroon City Center	Windsor Community Center	Arvada D.A.	19th Street D.A.
4:55 AM	5:00 AM	5:05 AM	5:15 AM	6:00 AM	N/A
5:10 AM	5:15 AM	5:20 AM	5:30 AM	6:15 AM	N/A
5:25 AM	5:30 AM	5:35 AM	5:45 AM	6:30 AM	N/A
5:40 AM	5:45 AM	5:50 AM	6:00 AM	6:45 AM	N/A
5:55 AM	6:00 AM	6:05 AM	6:15 AM	7:00 AM	N/A
6:10 AM	6:15 AM	6:20 AM	6:30 AM	7:15 AM	N/A
6:25 AM	6:30 AM	6:35 AM	6:45 AM	7:30 AM	N/A
6:40 AM	6:45 AM	6:50 AM	7:00 AM	7:45 AM	8:00 AM
6:55 AM	7:00 AM	7:05 AM	7:15 AM	8:00 AM	8:15 AM
7:10 AM	7:15 AM	7:20 AM	7:30 AM	8:15 AM	8:30 AM
7:25 AM	7:30 AM	7:35 AM	7:45 AM	8:30 AM	8:45 AM
7:40 AM	7:45 AM	7:50 AM	8:00 AM	8:45 AM	9:00 AM
7:55 AM	8:00 AM	8:05 AM	8:15 AM	9:00 AM	9:15 AM
8:10 AM	8:15 AM	8:20 AM	8:30 AM	9:15 AM	9:30 AM
8:25 AM	8:30 AM	8:35 AM	8:45 AM	9:30 AM	9:45 AM
8:40 AM	8:45 AM	8:50 AM	9:00 AM	9:45 AM	10:00 AM
8:55 AM	9:00 AM	9:05 AM	9:15 AM	10:00 AM	10:15 AM
9:10 AM	9:15 AM	9:20 AM	9:30 AM	10:15 AM	10:30 AM
9:25 AM	9:30 AM	9:35 AM	9:45 AM	10:30 AM	10:45 AM
9:40 AM	9:45 AM	9:50 AM	10:00 AM	10:45 AM	11:00 AM
9:55 AM	10:00 AM	10:05 AM	10:15 AM	11:00 AM	11:15 AM
10:10 AM	10:15 AM	10:20 AM	10:30 AM	11:15 AM	11:30 AM
10:25 AM	10:30 AM	10:35 AM	10:45 AM	11:30 AM	11:45 AM
10:40 AM	10:45 AM	10:50 AM	11:00 AM	11:45 AM	12:00 PM
10:55 AM	11:00 AM	11:05 AM	11:15 AM	12:00 PM	12:15 PM
11:10 AM	11:15 AM	11:20 AM	11:30 AM	12:15 PM	12:30 PM
11:25 AM	11:30 AM	11:35 AM	11:45 AM	12:30 PM	12:45 PM
11:40 AM	11:45 AM	11:50 AM	12:00 PM	12:45 PM	1:00 PM
11:55 AM	12:00 PM	12:05 PM	12:15 PM	1:00 PM	1:15 PM
12:10 PM	12:15 PM	12:20 PM	12:30 PM	1:15 PM	1:30 PM
12:25 PM	12:30 PM	12:35 PM	12:45 PM	1:30 PM	1:45 PM
12:40 PM	12:45 PM	12:50 PM	1:00 PM	1:45 PM	2:00 PM
12:55 PM	1:00 PM	1:05 PM	1:15 PM	2:00 PM	2:15 PM
1:10 PM	1:15 PM	1:20 PM	1:30 PM	2:15 PM	2:30 PM
1:25 PM	1:30 PM	1:35 PM	1:45 PM	2:30 PM	2:45 PM
1:40 PM	1:45 PM	1:50 PM	2:00 PM	2:45 PM	3:00 PM
1:55 PM	2:00 PM	2:05 PM	2:15 PM	3:00 PM	3:15 PM
2:10 PM	2:15 PM	2:20 PM	2:30 PM	3:15 PM	3:30 PM
2:25 PM	2:30 PM	2:35 PM	2:45 PM	3:30 PM	3:45 PM
2:40 PM	2:45 PM	2:50 PM	3:00 PM	3:45 PM	4:00 PM
2:55 PM	3:00 PM	3:05 PM	3:15 PM	4:00 PM	4:15 PM
3:10 PM	3:15 PM	3:20 PM	3:30 PM	4:15 PM	4:30 PM
3:25 PM	3:30 PM	3:35 PM	3:45 PM	4:30 PM	4:45 PM
3:40 PM	3:45 PM	3:50 PM	4:00 PM	4:45 PM	5:00 PM
3:55 PM	4:00 PM	4:05 PM	4:15 PM	5:00 PM	5:15 PM
4:10 PM	4:15 PM	4:20 PM	4:30 PM	5:15 PM	5:30 PM
4:25 PM	4:30 PM	4:35 PM	4:45 PM	5:30 PM	5:45 PM
4:40 PM	4:45 PM	4:50 PM	5:00 PM	5:45 PM	6:00 PM
4:55 PM	5:00 PM	5:05 PM	5:15 PM	6:00 PM	6:15 PM
5:10 PM	5:15 PM	5:20 PM	5:30 PM	6:15 PM	6:30 PM

Issued: August 6, 2007
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Effective: August 7, 2007

B

Hotel Addresses on Downtown Route 1:

Westin Tabor Center: 1672 Lawrence Street, Denver, Colorado 80202 (303) 572-9100

Grand Hyatt: 1750 Welton Street, Denver, Colorado 80202 (303) 295-1234

Marriott City Center: 1701 California Street, Denver, Colorado 80202 (303) 297-1300

Hyatt Convention Center: 650 15th Street, Denver, Colorado 80202 (303) 436-1234

SuperShuttle International Denver, Inc.
Downtown Route No. 2

The Curtis Hotel	Marriott Hotel	Brown Palace Convention	Palmer Inn Downtown	Adams Motel	ASTOR Hotel	Midland Hotel
4:55 AM	5:00 AM	5:05 AM	5:10 AM	5:15 AM	6:00 AM	N/A
5:10 AM	5:15 AM	5:20 AM	5:25 AM	5:30 AM	6:15 AM	N/A
5:25 AM	5:30 AM	5:35 AM	5:40 AM	5:45 AM	6:30 AM	N/A
5:40 AM	5:45 AM	5:50 AM	5:55 AM	6:00 AM	6:45 AM	N/A
5:55 AM	6:00 AM	6:05 AM	6:10 AM	6:15 AM	7:00 AM	N/A
6:10 AM	6:15 AM	6:20 AM	6:25 AM	6:30 AM	7:15 AM	N/A
6:25 AM	6:30 AM	6:35 AM	6:40 AM	6:45 AM	7:30 AM	N/A
6:40 AM	6:45 AM	6:50 AM	6:55 AM	7:00 AM	7:45 AM	8:00 AM
6:55 AM	7:00 AM	7:05 AM	7:10 AM	7:15 AM	8:00 AM	8:15 AM
7:10 AM	7:15 AM	7:20 AM	7:25 AM	7:30 AM	8:15 AM	8:30 AM
7:25 AM	7:30 AM	7:35 AM	7:40 AM	7:45 AM	8:30 AM	8:45 AM
7:40 AM	7:45 AM	7:50 AM	7:55 AM	8:00 AM	8:45 AM	9:00 AM
7:55 AM	8:00 AM	8:05 AM	8:10 AM	8:15 AM	9:00 AM	9:15 AM
8:10 AM	8:15 AM	8:20 AM	8:25 AM	8:30 AM	9:15 AM	9:30 AM
8:25 AM	8:30 AM	8:35 AM	8:40 AM	8:45 AM	9:30 AM	9:45 AM
8:40 AM	8:45 AM	8:50 AM	8:55 AM	9:00 AM	9:45 AM	10:00 AM
8:55 AM	9:00 AM	9:05 AM	9:10 AM	9:15 AM	10:00 AM	10:15 AM
9:10 AM	9:15 AM	9:20 AM	9:25 AM	9:30 AM	10:15 AM	10:30 AM
9:25 AM	9:30 AM	9:35 AM	9:40 AM	9:45 AM	10:30 AM	10:45 AM
9:40 AM	9:45 AM	9:50 AM	9:55 AM	10:00 AM	10:45 AM	11:00 AM
9:55 AM	10:00 AM	10:05 AM	10:10 AM	10:15 AM	11:00 AM	11:15 AM
10:10 AM	10:15 AM	10:20 AM	10:25 AM	10:30 AM	11:15 AM	11:30 AM
10:25 AM	10:30 AM	10:35 AM	10:40 AM	10:45 AM	11:30 AM	11:45 AM
10:40 AM	10:45 AM	10:50 AM	10:55 AM	11:00 AM	11:45 AM	12:00 PM
10:55 AM	11:00 AM	11:05 AM	11:10 AM	11:15 AM	12:00 PM	12:15 PM
11:10 AM	11:15 AM	11:20 AM	11:25 AM	11:30 AM	12:15 PM	12:30 PM
11:25 AM	11:30 AM	11:35 AM	11:40 AM	11:45 AM	12:30 PM	12:45 PM
11:40 AM	11:45 AM	11:50 AM	11:55 AM	12:00 PM	12:45 PM	1:00 PM
11:55 AM	12:00 PM	12:05 PM	12:10 PM	12:15 PM	1:00 PM	1:15 PM
12:10 PM	12:15 PM	12:20 PM	12:25 PM	12:30 PM	1:15 PM	1:30 PM
12:25 PM	12:30 PM	12:35 PM	12:40 PM	12:45 PM	1:30 PM	1:45 PM
12:40 PM	12:45 PM	12:50 PM	12:55 PM	1:00 PM	1:45 PM	2:00 PM
12:55 PM	1:00 PM	1:05 PM	1:10 PM	1:15 PM	2:00 PM	2:15 PM
1:10 PM	1:15 PM	1:20 PM	1:25 PM	1:30 PM	2:15 PM	2:30 PM
1:25 PM	1:30 PM	1:35 PM	1:40 PM	1:45 PM	2:30 PM	2:45 PM
1:40 PM	1:45 PM	1:50 PM	1:55 PM	2:00 PM	2:45 PM	3:00 PM
1:55 PM	2:00 PM	2:05 PM	2:10 PM	2:15 PM	3:00 PM	3:15 PM
2:10 PM	2:15 PM	2:20 PM	2:25 PM	2:30 PM	3:15 PM	3:30 PM
2:25 PM	2:30 PM	2:35 PM	2:40 PM	2:45 PM	3:30 PM	3:45 PM
2:40 PM	2:45 PM	2:50 PM	2:55 PM	3:00 PM	3:45 PM	4:00 PM
2:55 PM	3:00 PM	3:05 PM	3:10 PM	3:15 PM	4:00 PM	4:15 PM
3:10 PM	3:15 PM	3:20 PM	3:25 PM	3:30 PM	4:15 PM	4:30 PM
3:25 PM	3:30 PM	3:35 PM	3:40 PM	3:45 PM	4:30 PM	4:45 PM
3:40 PM	3:45 PM	3:50 PM	3:55 PM	4:00 PM	4:45 PM	5:00 PM
3:55 PM	4:00 PM	4:05 PM	4:10 PM	4:15 PM	5:00 PM	5:15 PM
4:10 PM	4:15 PM	4:20 PM	4:25 PM	4:30 PM	5:15 PM	5:30 PM
4:25 PM	4:30 PM	4:35 PM	4:40 PM	4:45 PM	5:30 PM	5:45 PM
4:40 PM	4:45 PM	4:50 PM	4:55 PM	5:00 PM	5:45 PM	6:00 PM
4:55 PM	5:00 PM	5:05 PM	5:10 PM	5:15 PM	6:00 PM	6:15 PM
5:10 PM	5:15 PM	5:20 PM	5:25 PM	5:30 PM	6:15 PM	6:30 PM

Issued: August 6, 2007

Effective: August 7, 2007

D

Hotel Addresses on Downtown Route 2:

The Curtis Hotel: 1405 Curtis Street, Denver, Colorado 80202 (303) 571-0300

Magnolia Hotel: 818 17th Street, Denver, Colorado 80202 (303) 607-9000

Brown Palace Comfort Inn: 401 17th Street, Denver, Colorado 80202 (303) 296-0400

Holiday Inn Downtown: 1450 Glenarm Place, Denver, Colorado 80202 (303) 573-1450

Adam's Mark: 1550 Court Place, Denver, Colorado 80202 (303) 893-3333

E

REFORMATTED Page 5

REFORMATTED Time Schedule No. 3

cancels

Third Revised Page 5

SuperShuttle International Denver, Inc.

Southeast/Denver Tech Center Route (A-F Routes)

Station DTC	Hotel Denver Tech	Station DTC	Hotel Denver Tech	Point Points Southeast	Arrive DCA Begin Zone Time	End Zone Time
4:45 AM	4:55 AM	5:00 AM	5:05 AM	5:15 AM	6:00 AM	N/A
5:45 AM	5:55 AM	6:00 AM	6:05 AM	6:15 AM	7:00 AM	7:15 AM
6:45 AM	6:55 AM	7:00 AM	7:05 AM	7:15 AM	8:00 AM	8:15 AM
7:45 AM	7:55 AM	8:00 AM	8:05 AM	8:15 AM	9:00 AM	9:15 AM
8:45 AM	8:55 AM	9:00 AM	9:05 AM	9:15 AM	10:00 AM	10:15 AM
9:45 AM	9:55 AM	10:00 AM	10:05 AM	10:15 AM	11:00 AM	11:15 AM
10:45 AM	10:55 AM	11:00 AM	11:05 AM	11:15 AM	12:00 PM	12:15 PM
11:45 AM	11:55 AM	12:00 PM	12:05 PM	12:15 PM	1:00 PM	1:15 PM
12:45 PM	12:55 PM	1:00 PM	1:05 PM	1:15 PM	2:00 PM	2:15 PM
1:45 PM	1:55 PM	2:00 PM	2:05 PM	2:15 PM	3:00 PM	3:15 PM
2:45 PM	2:55 PM	3:00 PM	3:05 PM	3:15 PM	4:00 PM	4:15 PM
3:45 PM	3:55 PM	4:00 PM	4:05 PM	4:15 PM	5:00 PM	5:15 PM
4:45 PM	4:55 PM	5:00 PM	5:05 PM	5:15 PM	6:00 PM	6:15 PM

Issued: August 6, 2007

Effective: August 7, 2007

Issued by
Robert C. Tschupp
Vice President and General Manager
SuperShuttle International Denver, Inc.
4605 Paris Street, Box #1, Suite D20
Denver, CO 80239

F

SuperShuttle International Denver, Inc.

Hotel Addresses on Southeast/Denver Tech Center Route:

Sheraton DTC: 7007 South Clinton Street, Englewood, Colorado 80112
(303) 799-6200

Hotel Denver Tech: 7675 East Union Avenue, Denver, Colorado 80237 (303) 770-4200

Marriott DTC: 4900 South Syracuse, Denver, Colorado 80237 (303) 779-1100

Hyatt DTC: 7800 East Tufts Avenue, Denver, Colorado 80237 (303) 779-1234

Four Points Southeast: 6363 E. Hampden Avenue, Denver, Colorado 80222
(303) 758-7000

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cancels
Original Pages 9 and 15

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SuperShuttle International Denver, Inc.

SUNDAY – FRIDAY

I-70 Route

Regency Hotel	Residence Inn DT	Ramada MHS	Stapleton Courtyard	Drury Inn	Arrive Downtown	Depart Downtown
5:30	5:35	5:50	6:00	6:10	6:30	6:45
6:30	6:35	6:50	7:00	7:10	7:30	7:45
7:30	7:35	7:50	8:00	8:10	8:30	8:45
8:30	8:35	8:50	9:00	9:10	9:30	9:45
9:30	9:35	9:50	10:00	10:10	10:30	10:45
10:30	10:35	10:50	11:00	11:10	11:30	11:45
11:30	11:35	11:50	12:00	12:10	12:30	12:45
12:30	12:35	12:50	1:00	1:10	1:30	1:45
1:30	1:35	1:50	2:00	2:10	2:30	2:45
2:30	2:35	2:50	3:00	3:10	3:30	3:45
3:30	3:35	3:50	4:00	4:10	4:30	4:45
4:30	4:35	4:50	5:00	5:10	5:30	5:45
5:30	5:35	5:50	6:00	6:10	6:30	6:45

Issued: August 6, 2007

Effective: August 7, 2007

Issued by
Robert C. Tschupp
Vice President and General Manager
SuperShuttle International Denver, Inc.
4605 Paris Street, Box #1, Suite D20
Denver, CO 80239

Petitioner's Exhibits

DENVER ZIP CODES / RATES

Zip Code	City	Fare
80002	Arvada	\$33
80003	Arvada-Lake Arbor	\$29
80004	Arvada West	\$33
80005	Arvada-Pomona	\$33
80007	Arvada-Rocky Flats	\$33
80010	Aurora-Del Mar	\$19
80011	Aurora-Aurora North	\$19
80012	Aurora-Aurora Hills/ Buckingham	\$19
80013	Aurora-Kingsborough	\$23
80014	Aurora-Heather Gardens	\$23
80015	Aurora-Piney Creek/Smoky Hill	\$25
80016	Aurora-Arapahoe Heights	\$25
80017	Aurora-Aurora Highlands	\$19
80018	Aurora-Gun Club Estates	\$25
80019	Aurora-Undeveloped	\$25
80022	Commerce City/Adams Cty	
	North of 88th	\$25
	South of 88th	\$25
80030	Westminster-Highlands Hills	\$25
80033	Wheatridge-Applewood	\$33
80045	Denver-Fitzsimmons	\$19
80104	Castle Rock	\$65
80108	Castle Pines	\$65
80109	Castle Pines	\$65
80110	Englewood-Sheridan-Cherry Hills	\$29
80111	Englewood-Denver Tech Ctr	\$25
80112	Englewood-Inverness-Meridian	\$25
80113	Englewood	\$29
80116	Franktown	\$65
80118	Larkspur	\$65
80120	Littleton-Downtown Littleton	\$29
80121	Littleton-Greenwood Village	\$29
80122	Littleton-Southglenn Mall	\$29
80123	Littleton-Denver-Grant Ranch	\$33
80124	Littleton-Park Meadows/Lone Tree	\$33
80125	Littleton-Roxborough	\$65
80126	Highlands Ranch	\$33
80127	Littleton	
	Deer Creek Canyon & Sth	\$65
	East of C-470	\$33
	Ken Caryl Valley	\$49
80128	Littleton-Columbine Knolls	\$33
80129	Highlands Ranch	\$33
80130	Highlands Ranch	\$33
80131	Louviers	\$65
80134	Parker	
	N of Stroh Rd	\$39
	S of Stroh Rd	\$49
80135	Sedalia	\$65
80137	Watkins	\$65
80138	Parker	
	E of North Delbert Rd	\$39
	W of North Delbert Rd	\$39

Zip Code	City	Fare
80202	Denver-Downtown	\$19
80203	Denver-Capitol Hill	\$19
80204	Denver-Avondale/Mile High Stadium	\$23
80205	Denver-Lower Downtown	\$19
80206	Denver-Cherry Creek	\$19
80207	Denver-Park Hill/Stapleton	\$19
80208	University of Denver (DU)	\$23
80209	Denver-Wash. Park/Bonnie Brea	\$23
80210	Denver-DU/Wash. Park	\$23
80211	Denver-Sloans Lake	\$23
80212	Denver-Lakeside	\$23
80214	Denver-Edgewater	\$33
80215	Lakewood Heights	\$33
80216	Denver	\$23
80218	Denver-Cheeseman Park	\$19
80219	Denver-Ruby Hill & Harvey Park	\$23
80220	Denver-Montclair	\$19
80221	Thornton-Federal Heights	\$25
80222	Denver-University Hills	\$23
80223	Denver-Overland	\$23
80224	Denver-Goldsmith	\$23
80225	Lakewood-Federal Center	\$33
80226	Denver-Villa Italia	\$33
80227	Denver-Lakewood	\$33
80228	Lakewood-Greenwood Mtn	\$35
80229	Thornton	\$25
80230	Denver-Lowry	\$19
80231	Denver-Aurora	\$23
80232	Lakewood	\$23
80235	Denver-Pinehurst	\$33
80236	Denver-Ft Logan	\$29
80237	Denver-Southmoor	\$23
80238	Denver	\$19
80239	Denver-Montbello	\$19
80246	Glendale	\$23
80247	Lowry/Winsor Gardens	\$19
80249	Denver-Green Valley Ranch	\$19
80260	Federal Heights	\$25
80401	Golden	
	City Limits of Golden & East	\$35
	Gipin County	No Svc
	W of Hwy 93 (outside City Limits)	\$75
80421	Bailey	\$75
80433	Conifer	\$75
80438	Empire	\$80
80349	Evergreen	\$75
80444	Georgetown/Bakerville	\$100
80452	Idaho Springs/Dumont	\$80
80453	Idledale	\$85
80454	Indian Hills	\$75
80457	Kittredge	\$75
80465	Littleton/Morrison	
	East of C-470	\$49
	West of C-470	\$85
80470	Pine Junction	\$80
80601	Brighton	\$29
80603	Brighton	
	Adams Cty	\$29
	Weld Cty	No Svc
80640	Henderson	\$25

EXHIBIT

Petitioner 3

A

Denver			
Adagio Bed & Breakfast	303/370-6911	1430 Race St	\$19/34 rt
Belcaro Motel	303/756-3631	1025 S Colorado Blvd	\$19/34 rt
Best Inn & Suites	303/320-0260	4590 Quebec St	\$16/30 rt
Brown Palace	303/297-3111	321 17th St	\$19/34 rt
Burnsley Hotel	303/830-1000	1000 Grant St	\$19/34 rt
Cambridge Club	303/831-1252	1560 Sherman St	\$19/34 rt
Capitol Hill Mansion	303/839-5221	1207 Pennsylvania St	\$19/34 rt
Castle Marne	303/331-0621	1572 Race St	\$19/34 rt
Cherry Creek Hotel	303/757-3341	600 S Colorado Blvd	\$19/34 rt
Comfort Inn & Suites Stapleton	303/388-8100	4685 Quebec St	\$16/30 rt
Comfort Inn Downtown	303/296-0400	401 17th St	\$19/34 rt
Comfort Inn Merchandise Mart	303/297-1717	401 E 58th Ave	\$19/34 rt
Courtyarrd Marriott Cherry Crk	303/757-8797	1475 S Colorado Blvd	\$19/34 rt
Courtyarrd Marriott DIA	303/371-0300	6901 Tower Rd	\$16/30 rt
Courtyard Marriott Downtown	303/571-1114	934 16th St	\$19/34 rt
Courtyard Marriott Stapleton	303/333-3303	7415 E 41st Ave	\$16/30 rt
Crown Plaza Hotel DIA	303/371-9494	15500 E 40th Ave	\$16/30 rt
Crowne Plaza Denver	303/573-1450	1450 Glenarm Pl	\$19/34 rt
Curtis Hotel	303/571-0300	1405 Curtis St	\$19/34 rt
Days Inn - DIA	303/373-1500	7030 Tower Rd	\$16/30 rt
Days Inn Central	303/571-1715	620 Federal Blvd	\$19/34 rt
Doubletree Stapleton	303/321-3333	3203 Quebec St	\$16/30 rt
Drury Inn	303/373-1983	4400 Peoria St	\$16/30 rt
Econo Lodge Motel	303/813-8000	930 E Colfax Ave	\$19/34 rt
Embassy Denver-Aurora (Havana)	303/375-0400	4444 Havan St	\$16/30 rt
Embassy Suites DIA	303/574-3000	7001 Yampa St	\$16/30 rt
Embassy Suites Southeast	303/696-6644	7525 E Hampden Ave	\$19/34 rt
Extended Stay America SW	303/986-8300	7393 W Jefferson Ave	\$33/60 rt
Fairfield Inn Colo Blvd	303/691-2223	1680 S Colorado Blvd	\$19/34 rt
Fairfield Inn DIA	303/576-9640	6851 Tower Rd	\$16/30 rt
Franklin House B&B	303/331-9106	1620 Franklin St	\$19/34 rt
Grand Hyatt Denver-Downtown	303/295-1234	1750 Welton St	\$19/34 rt
Gregory Inn	303/295-6570	1050 25th St	\$19/34 rt
Hampton Inn & Stes Cherry Crk	303/692-1800	4150 E Kentucky Ave	\$19/34 rt
Hampton Inn & Stes DTC	303/804-9900	5001 S Ulster St	\$19/34 rt
Hampton Inn & Stes Downtown	303/864-8000	1845 Sherman St	\$19/34 rt
Hampton Inn Speer	303/455-4588	2728 Zuni St	\$19/34 rt
Haus Berlin Hostel	303/756-3651	1651 Emerson St	\$19/34 rt
Heritage Center (Travel Lodge)	303/388-4051	6090 Smith Rd	\$16/30 rt
Hilton Garden Inn Den Downtown	303/603-8000	1400 Welton St	\$19/34 rt
Hilton Garden Inn DTC	303/770-4200	7675 E Union Ave	\$19/34 rt
Holiday Chalet	303/321-9975	1820 E Colfax Ave	\$19/34 rt
Holiday Inn Denver Central	303/292-9500	4849 Bannock St	\$19/34 rt
Holiday Inn Express DIA	303/373-4100	7010 Tower Rd	\$19/34 rt
Holiday Inn Select Colo Blvd	303/388-5561	455 S Colorado Blvd	\$19/34 rt
Homestead Suites DTC North	303/689-9443	4885 S Quebec St	\$19/34 rt
Hostel of the Rockies	303/861-7777	1717 Race St	\$19/34 rt
Hotel 3737	303/388-6161	3737 Quebec St	\$16/30 rt
Hotel Monaco	303/296-1717	1717 Champa St	\$19/34 rt
Hotel VQ @ Mile High	303/433-8331	1975 Bryant St	\$19/34 rt

EXHIBIT NO. P-3 RECEIVED ☒ REJECTED ☐

CASE NO. 27-RC-8582 CASE NAME Supershuttle

NO. OF PAGES 1 DATE 1/8/10 REPORTER VW

Denver			
Howard Johnson	303/433-8441	4765 Federal Blvd	\$23/42 rt
Hyatt Regency Convention Ctr	303/436-1234	650 15th St	\$19/34 rt
Hyatt Regency DTC	303/779-1234	7800 E Tufts Ave	\$19/34 rt
Inn at Cherry Creek	303/377-8577	233 Clayton St	\$19/34 rt
Inn Keeper of the Rockies	303/861-7777	1530 Downing St	\$19/34 rt
International Youth Hostel	303/832-9996	630 E 16th Ave	\$19/34 rt
Jet Hotel	303/572-3300	1612 Wazee St	\$19/34 rt
JW Marriott Cherry Creek	303/316-2700	150 Clayton Ln	\$19/34 rt
La Quinta Inn Central	303/458-1222	3500 Park Ave W	\$19/34 rt
La Quinta Inn Cherry Creek	303/758-8886	1975 S Colorado Blvd	\$19/34 rt
La Quinta Inn DIA	303/371-0888	6801 Tower Rd	\$16/30 rt
Lumber Baron B&B	303/447-8205	2555 W 37th Ave	\$19/34 rt
Magnolia Hotel	303/607-9000	818 17th St	\$19/34 rt
Mark I Suites	303/331-7000	1190 Birch St	\$19/34 rt
Marriott City Center	303/297-1300	1701 California St	\$19/34 rt
Marriott Denver Tech Ctr	303/779-1100	4900 S Syracuse St	\$19/34 rt
Melbourne Youth Hostel	303/292-6386	607 22nd St	\$19/34 rt
Merchandise Mart	303/292-6278	451 E 58th Ave	\$23/42 rt
Motel 6 Denver Airport	303/371-1980	12020 E 39th Ave	\$16/30 rt
Motel 6 North	303/429-1550	6 W 83rd Pl	\$25/46 rt
Oxford Hotel	303/628-5400	1600 17th St	\$19/34 rt
Quality Inn	303/371-5640	3975 Peoria Wy	\$19/34 rt
Quality Inn/Best Western	303/296-4000	200 W 48th Ave	\$23/42 rt
Queen Anne Inn	303/296-6666	2147 Tremont Pl	\$19/34 rt
Radisson Stapleton Plaza	303/321-3500	3333 I70	\$19/34 rt
Ramada Continental Motel	303/433-6677	2601 Zuni St	\$19/34 rt
Ramada DIA	303/373-1600	7020 Tower Rd	\$16/30 rt
Ramada Downtown	303/831-7700	1150 E Colfax Ave	\$19/34 rt
Red Lion Denver Stapleton	303/361-6666	4040 Quebec St	\$16/30 rt
Renaissance Denver	303/399-7500	3801 Quebec St	\$16/30 rt
Residence Inn Denver City Ctr	303/296-3444	1725 Champa St	\$19/34 rt
Residence Inn Zuni St	303/458-5318	2777 Zuni St	\$19/34 rt
Ritz Carlton Denver	303/297-8888	1881 Curtis St	\$19/34 rt
Sheraton Denver Downtown	303/893-3333	1550 Court Pl	\$19/34 rt
Sheraton Four Points SE	303/758-7000	6363 E Hampden Ave	\$19/34 rt
St Christopher House	720/917-9900	1780 Lafayette St	\$19/34 rt
Star Motel	303/371-0551	3850 Peoria St	\$16/30 rt
Super 8 Motel	303/393-7666	7201 E 36th Ave	\$16/30 rt
Teatro Hotel	303/228-1100	1100 14th St	\$19/34 rt
The Holland House	303/355-1313	1313 Steele St	\$19/34 rt
Timbers Hotel	303/373-1444	4411 Peoria St	\$16/30 rt
TownePlace Suites Denver	303/722-2322	685 Speer Blvd	\$19/34 rt
TownePlace Suites Southeast	303/759-9393	3699 S Monaco Pkwy	\$19/34 rt
Victoria Oaks B&B	303/355-1818	1575 Race St	\$19/34 rt
Warwick Hotel	303/861-2000	1776 Grant St	\$19/34 rt
Westin Tabor Center	303/572-1900	1672 Lawrence St	\$19/34 rt
YMCA Downtown	303/861-8300	25 E 16th Ave	\$19/34 rt

Aurora			
Best Western Aurora Gateway	720/748-4800	800 S Abilene St	\$19/34 rt
Comfort Inn Aurora	303/790-8200	14071 E Iliff Ave	\$19/34 rt
Crestwood Suites	303/873-7323	14090 E Evans Ave	\$19/34 rt
Crossland Studios Aurora	303/307-1088	3705 Chambers Rd	\$16/30 rt
Crystal Inn	303/340-3800	3300 Ouray St	\$16/30 rt
DoubleTree SE	303/337-2800	13696 E Iliff Pl	\$19/34 rt
Extended Stay America Aurora	303/337-0206	14095 E Evans Ave	\$19/34 rt
Fairfield Inn Southeast	303/745-6700	13851 E Harvard Ave	\$19/34 rt
Hilton Garden Inn DIA	303/371-9393	16475 E 40th Cir	\$16/30 rt
Holiday Inn Express Aurora	303/369-8400	1500 S Abilene St	\$19/34 rt
Homestead Suites Hotel Aurora	303/750-9116	13941 E Harvard Ave	\$19/34 rt
Hyatt Place DIA	303/371-0700	16250 E 40th Ave	\$16/30 rt
LaQuinta Inn Aurora	303/337-0206	1011 S Abilene St	\$19/34 rt
Marriott Gateway @ DIA	303/371-4333	16455 E 40th Cir	\$16/30 rt
Motel 6 Denver East - Aurora	303/873-0286	14031 E Iliff Ave	\$19/34 rt
Red Lion Hotel Denver SE	303/695-1700	3200 S Parker Rd	\$19/34 rt
Sleep Inn Aurora	303/373-1616	15900 E 40th Ave	\$16/30 rt
Suburban Lodge Aurora	303/283-8421	2221 S Havana St	\$23/42 rt
Super 8 Aurora	303/366-7333	14200 E 6th Ave	\$19/34 rt
Castle Rock			
Best Western Castle Rock	303/814-8800	595 Genoa Way	\$65/135 rt
Comfort Suites Castle Rock	303/814-9999	4755 Castleton Wy	\$65/120 rt
Englewood			
Boston Commons Hotel/Exe Stes	303/290-1100	6380 S Boston St	\$19/34 rt
Candlewood Suites DTC	303/792-5393	6780 S Galena St	\$19/34 rt
Comfort Suites DTC	303/858-0700	7374 S Clinton St	\$19/34 rt
Courtyard Marriott DTC	303/721-0300	6565 S Boston St	\$19/34 rt
Courtyard Marriott Prk Mdws	720/895-0300	8320 S Valley Hwy	\$21/36 rt
Days Inn DTC	303/768-9400	9719 E Geddes Ave	\$19/34 rt
Drury Inn & Suites DTC	303/694-3400	9445 Dry Creek Rd	\$19/34 rt
Embassy Suites DTC	303/792-0433	10250 E Costilla Ave	\$19/34 rt
Extended Stay America DTC	303/220-8448	5200 S Quebec St	\$19/34 rt
Extended Stay Deluxe Engwd	303/858-0292	9604 E Easter Ln	\$19/34 rt
Hampton Inn SE Denver	303/792-9999	9231 E Arapahoe Rd	\$19/34 rt
Hilton Garden Inn Meridian	303/824-1550	9290 S Meridian Blvd	\$21/38 rt
Holiday Inn Express Engwd	303-662-0777	7380 S Clinton St	\$19/34 rt
Homestead Suites (Mainstay)	303/858-1669	9253 E Costilla Ave	\$19/34 rt
Homestead Suites DTC South	303/708-8888	9650 E Geddes Ave	\$19/34 rt
Hotel Gold Crown	303/790-7770	7770 S Peoria St	\$19/34 rt
Hyatt Summerfield Suites	303/706-1945	9280 E Costilla Ave	\$19/34 rt
Inverness Hotel & Golf Resorts	303/799-5800	200 Inverness Dr W	\$21/36 rt
Motel 6 Denver South DTC	303/790-8220	9201 E Arapahoe Rd	\$19/34 rt
Quality Inn/Best Western DTC	303/768-9300	9799 E Geddes Ave	\$19/34 rt
Residence Inn Park Meadows	720/895-0200	8322 S Valley Hwy	\$21/36 rt
Residence Inn Souh	303/740-7177	6565 S Yosemite St	\$19/34 rt
Sheraton Denver Tech Ctr	303/799-6200	7007 S Clinton St	\$19/34 rt
Staybridge Suites DTC	303/858-9990	7150 S Clinton St	\$19/34 rt
TownePlace Suites DTC	720/875-1113	7877 S Chester St	\$19/34 rt
Wingate Inn & Suites	303/221-0383	8000 E Peakview Ave	\$19/34 rt

Evergreen			
Quality Suites in Evergreen	303/526-2000	29300 US Hwy 40	\$75/140 rt
Golden			
Candlewood Suites Lakewood	303/232-7171	895 Tabor St	\$29/54 rt
Comfort Suites Golden-Lkwd	303/231-9929	11909 W 6th Ave	\$29/54 rt
Courtyard Marriott Denver West	303/271-0776	14700 W 6th Ave	\$29/54 rt
Days Inn Denver West	303/277-2000	15059 W Colfax Ave	\$29/54 rt
Dove Inn	303/278-2209	711 14th St	\$33/60 rt
Fairfield Inn Golden-Lakewood	303/231-9939	11907 W 6th Ave	\$29/54 rt
Golden Hotel by Clarion	303/279-0100	800 11th St	\$33/60 rt
Hampton Inn Golden	303/278-6600	17150 W Colfax Ave	\$33/60 rt
Holiday Inn Golden	303/279-7611	14707 W Colfax Ave	\$29/54 rt
LaQuinta Inn Golden	303/279-5565	3301 Youngfield St	\$29/54 rt
Marriott Denver West	303/279-9100	1717 Denver West Blvd	\$29/54 rt
Residence Inn Golden	303/271-0909	14600 W 6th Ave	\$29/54 rt
Table Mountain Inn	303/216-8000	1310 Washington Ave	\$33/60 rt
TownePlace Suites Den Fed Ctr	303/232-7790	800 Tabor St	\$29/54 rt
Glendale			
Crosslands Studios Glendale	303/333-2545	4580 Leetsdale Dr	\$19/34 rt
Homestead Suites Cherry Crk	303/388-3880	4444 Leetsdale Dr	\$23/42 rt
Loews Denver	303/782-9300	4150 E Mississippi Ave	\$19/34 rt
Staybridge Suites Glendale	303/321-5757	4220 E Virginia Ave	\$19/34 rt
Greenwood Village			
Doubletree Hotel DTC	303/779-6161	7801 E Orchard Rd	\$19/34 rt
Hyatt Place DTC	303/804-0700	8300 E Crescent Pkwy	\$19/34 rt
La Quinta Inn DTC	303/649-9969	7077 S Clinton St	\$19/34 rt
La Quinta Inn/Woodfield Suites	303/799-4555	9009 E Arapahoe Rd	\$19/34 rt
Ramada Inn DTC	303/721-1144	5100 S Quebec St	\$19/34 rt
Highlands Ranch			
Comfort Inn Suites	303/770-5400	7060 E County Line Rd	\$33/60 rt
Fairfield Inn HR	303/290-6700	7056 E County Line Rd	\$21/38 rt
Residence Inn Highlands Ranch	303/683-5500	93 W Centennial Blvd	\$33/60 rt
Lakewood			
Best Western SW	303/989-5500	3440 S Vance St	\$33/60 rt
Courtyard Marriott SW Lakewood	303/969-9700	7181 W Hampden Ave	\$29/54 rt
Extended Stay America	303/275-0840	715 Kipling St	\$29/54 rt
Hampton Inn Federal Center	303/969-9900	137 Union Ave	\$29/54 rt
Hampton Inn SW	303/989-6900	3605 S Wadsworth Blvd	\$29/54 rt
Holiday Inn Lakewood	303/980-9200	7390 W Hampden Ave	\$29/54 rt
Homewood Suites Denver West	303/716-5737	139 Union Blvd	\$29/54 rt
La Quinta Inn SW Lakewood	303/969-9700	7190 W Hampden Ave	\$29/54 rt
Quality Suites Lakewood	303/988-8600	7260 W Jefferson Ave	\$29/54 rt
Qwest Learning Ctr & Hotel	720/962-4000	3898 S Teller St	\$29/54 rt
Residence Inn SW Lakewood	303/985-7676	7050 W Hampden Ave	\$29/54 rt
Sheraton Denver West	303/987-2000	360 Union Blvd	\$29/54 rt
Super 8 Lakewood	303/989-4600	7240 W Jefferson Ave	\$29/54 rt

Littleton			
Hampton Inn & Suites Littleton	303/973-2400	7611 Shaffer Pkwy	\$33/60 rt
Hilton Garden Inn Highlands Rch	303/683-4100	1050 Plaza Dr	\$33/60 rt
Holiday Inn Express Littleton	720/981-1000	12683 W Indore Pl	\$33/60 rt
Hyatt Place Park Meadows	303/662-8500	9030 E Westview Rd	\$21/38 rt
Lonetree Golf & Hotel Resort	303/790-0202	9808 Sunningdale Blvd	\$33/60 rt
Marriott South	303/925-0004	10345 Park Meadows Dr	\$21/36 rt
TownePlace Suites Southwest	303/972-0555	10902 W Toller Dr	\$33/60 rt
Lonetree			
Extended Stay Amer Lonetree	303/662-1511	8752 S Yosemite St	\$21/38 rt
Staybridge Suites Park Mdws	303/649-1010	7820 Park Meadows Dr	\$21/36 rt
Sheridan			
Suburban Lodge Sheridan	303/789-2360	2900 W Hampden Ave	\$29/54 rt
Thornton			
Motel 6 West	303/455-1902	3050 W 49th Ave	\$25/46 rt
Parker			
Holiday Inn Parker	303/248-2147	19308 E Cottonwood Dr	\$33/60 rt
Microtel Inn & Suites	720/851-2644	6230 E Pine Ln	\$39/72 rt
Wheatridge			
American Motel	303/422-7200	10101 N I70 Svc Rd	\$29/54 rt
Comfort Inn Wheatridge	303/422-6346	10200 I70 Frontage Rd S	\$29/54 rt
Holiday Inn Express Wheatridge	303/424-8300	10101 W 48th Ave	\$29/54 rt
Motel 6 Wheatridge	303/467-3172	11499 I70 Frontage Rd N	\$33/60 rt
Quality Inn Denver West	303/467-2400	12100 W 44th Ave	\$29/54 rt
Ramada Wheatridge	303/423-4000	4700 Kipling St	\$29/54 rt

Event Report

Presented By: _____

Date of Event: _____

Time: _____

Driver Information

Name: Afeworki Haileab

Van #: 322

Guest Information

Name: _____

Address: _____

City/State: _____

Zip Code: _____

Phone: _____

Description of Event

I would like one week leave from July 30th
2009 until August 5th, 2009

Action Taken

EXHIBIT

Petitioner 20

SuperShuttle

264

REQUEST FOR TIME OFF

Name: TESFAYE KIFLETSION Date: 7/24/09
Department: Super Shuttle Manager: David A

Please complete the following and submit to your immediate manager as far in advance as possible. Sick leave approval should be submitted on your first day back to work.

DATES

	From	Thru	No. of Days or Hours
<input type="checkbox"/> Vacation	_____	_____	_____
<input type="checkbox"/> Sick	_____	_____	_____
(specify reason below)			
<input type="checkbox"/> Float	_____	_____	_____
<input type="checkbox"/> Bereavement	_____	_____	_____
<input type="checkbox"/> Jury Duty	_____	_____	_____
<input type="checkbox"/> Subpoena	_____	_____	_____
<input checked="" type="checkbox"/> Other:	<u>8/3</u>	<u>8/10/09</u>	_____

Employee Signature: Tesfaye Date: 7/24/09

Manager Approval - Signature _____ Date: _____
(REQUIRED)

Notes: _____

TO BE COMPLETED BY HUMAN RESOURCES/PAYROLL:

Sick Remaining: _____
Float Remaining: _____
Vacation Remaining: _____

EXHIBITPetitioner 21

Super Shuttle

322

Request to switch scheduled work day

I, Alexis Harten (22) am requesting to switch my
scheduled work day on 9-28-09, at Am am/pm
with _____. I will work the scheduled day on
_____, at _____ am/pm.

Alexis Harten / 9-18-09

Sign

Date

_____/_____

Sign

Date

Failure to show up for your newly scheduled day will be considered a No-Call No-Show and may result in disciplinary action.

EXHIBIT

Petitioner 22

Name Berhanu Chali
Phone 303-912-8052
Van# 299
UF Worknhe, Addisu
Phone 720-220-5901

ALTERNATE DRIVER APPROVAL PROCEDURES

✓ Information Sheet

1-21 Meeting and Authorization from Unit Franchise Owner

1-14 Drug Test

1-21 Driver License

1-21 MVR

1-21 CBI

1-21 Social Security

1-21 Green Card if needed

1-34 DOT

2-15 Herdic

1-27-05 Badge Application

____ Approved

____ Issued

N/A On Road Training

____ Complete

N/A In House Training

2-9 Defensive Driving Class

OK TO DRIVE



A

EXHIBIT

Petitioner 33

7	LOA	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	1
4-Jan		4-Jan	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	10-Jan	11-Jan
451		100	DTD	G2	off	off	DTD	750	388
70		600	100	DTD	G2	off	off	DTD	
459		500	600	100	DTD	G2	off	off	319
464		off	500	600	100	DTD	G2	off	
434		off	off	500	600	100	DTD	G2	open
381	LOA	G1	off	off	500	600	100	DTD	
368		DTD	G1	off	off	500	600	100	299
328		150	DTD	G1	off	off	500	600	315
308		650	150	DTD	G1	off	off	500	open (228)
407		DTD	650	150	DTD	G1	off	off	438
316		off	DTD	650	150	DTD	G1	off	432
440		off	off	DTD	650	150	DTD	G1	461
open		DTD	off	off	DTD	650	150	DTD	330
444		DTD	DTD	off	off	DTD	650	150	379
379		200	DTD	DTD	off	off	DTD	650	406
315		700	200	DTD	DTD	off	off	DTD	264
open (228)		1000	700	200	DTD	DTD	off	off	441
438		off	1000	700	200	DTD	DTD	off	428
432		off	off	1000	700	200	DTD	DTD	444
461		A Run	off	off	1000	700	200	DTD	288
330	LOA	DTD	A Run	off	off	1000	700	200	366
386		250	DTD	A Run	off	off	1000	700	361
406		750	250	DTD	A Run	off	off	1000	98
264		DTD	750	250	DTD	A Run	off	off	448
441		off	DTD	750	250	DTD	A Run	off	366
428		off	off	DTD	750	250	DTD	A Run	open
454		G2	off	off	DTD	750	250	DTD	437
208		DTD	G2	off	off	DTD	750	250	467

MOD COPY

	Tuesday 5-Jan	Wednesday 6-Jan	Thursday 7-Jan	Friday 8-Jan	Saturday 9-Jan	Sunday 10-Jan	Monday 11-Jan	Tuesday 12-Jan	Wednesday 13-Jan	Thursday 14-Jan	Friday 15-Jan	Saturday 16-Jan	Sunday 17-Jan
457	300	DTD	300	DTD	off	DTD	337	300	DTD	off	off	DTD	950
361	800	300	DTD	off	off	DTD	391	800	300	DTD	off	off	DTD
98	550	800	300	DTD	E Run	off	424	550	800	DTD	off	off	off
445	off	550	800	300	DTD	off	448	off	800	300	DTD	off	off
366	off	off	550	800	DTD	E Run	447	off	550	800	DTD	off	off
open	C Run	off	off	550	300	DTD	374	DTD	off	off	300	DTD	off
437	DTD	C Run	off	off	800	DTD	443	DTD	off	550	800	300	DTD
443	350	DTD	C Run	off	800	300	443	DTD	off	off	550	800	300
337	850	350	DTD	off	550	800	443	DTD	DTD	off	off	550	800
391	DTD	850	350	DTD	off	off	391	DTD	850	DTD	off	off	550
424	off	DTD	850	350	DTD	off	424	off	DTD	DTD	DTD	off	off
448	off	off	DTD	850	350	C Run	448	off	DTD	850	350	DTD	DTD
447	G3	off	DTD	850	350	DTD	447	G3	off	DTD	850	350	DTD
374	DTD	G3	off	DTD	850	350	314	DTD	G3	off	DTD	850	350
314	400	DTD	850	350	DTD	850	485	400	DTD	G3	off	DTD	850
463	900	400	DTD	G3	off	DTD	open	900	400	DTD	G3	off	DTD
482	1050	900	400	DTD	off	off	440	1050	900	400	G3	off	off
456	DTD	1050	900	400	DTD	G3	480	DTD	1050	900	DTD	G3	off
483	off	DTD	1050	900	DTD	G3	383	off	DTD	1050	400	DTD	G3
72	off	off	DTD	1050	900	DTD	369	off	DTD	1050	900	400	DTD
439	DTD	off	DTD	1050	900	DTD	425	DTD	off	DTD	1050	900	400
425	450	DTD	off	DTD	1050	900	78	450	DTD	off	DTD	1050	900
455	950	450	DTD	off	DTD	1050	489	950	450	DTD	off	DTD	1050
open	DTD	950	450	DTD	off	DTD	464	DTD	450	DTD	off	DTD	1050
480	off	DTD	950	450	DTD	off	434	off	DTD	450	DTD	off	off
480	off	off	DTD	950	450	DTD	361	off	DTD	950	450	DTD	off
383	LOA	E Run	off	DTD	950	DTD	388	off	DTD	950	450	DTD	off
389	DTD	E Run	off	DTD	950	DTD	441	off	DTD	950	450	DTD	450

B

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	4-Jan	5-Jan	6-Jan	7-Jan	8-Jan	9-Jan	10-Jan
393	G4	DTD	DTD	DTD	DTD	off	DTD
411	DTD	G4	DTD	DTD	DTD	off	off
520	DTD	DTD	G4	DTD	DTD	DTD	off
376	off	DTD	DTD	G4	DTD	DTD	DTD
377	DTD	off	DTD	DTD	G4	DTD	DTD
390	DTD	DTD	off	DTD	DTD	G4	DTD
390	G5	DTD	DTD	DTD	off	DTD	DTD
421	off	G5	DTD	DTD	DTD	off	DTD
444	off	off	G5	DTD	DTD	DTD	off
376	DTD	off	off	G5	DTD	DTD	DTD
482	DTD	DTD	off	off	G5	DTD	DTD
373	DTD	DTD	DTD	off	off	G5	DTD
371	G6	DTD	DTD	DTD	off	off	G5
426	DTD	G6	DTD	DTD	DTD	off	off
86	off	DTD	G6	DTD	DTD	DTD	DTD
370	off	off	DTD	G6	DTD	DTD	DTD
322	DTD	off	off	DTD	G6	DTD	DTD
370	DTD	DTD	off	off	DTD	G6	DTD
387	DTD	DTD	DTD	off	off	DTD	G6

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	11-Jan	12-Jan	13-Jan	14-Jan	15-Jan	16-Jan	17-Jan
511	G4	DTD	DTD	DTD	off	off	DTD
376	DTD	G4	DTD	DTD	DTD	off	off
376	DTD	DTD	G4	DTD	DTD	DTD	off
376	off	DTD	DTD	G4	DTD	DTD	DTD
377	DTD	off	DTD	DTD	G4	DTD	DTD
390	DTD	DTD	off	DTD	DTD	G4	DTD
421	G5	DTD	DTD	DTD	off	DTD	DTD
444	off	G5	DTD	DTD	DTD	off	DTD
376	off	off	G5	DTD	DTD	DTD	off
482	DTD	off	off	G5	DTD	DTD	DTD
373	DTD	DTD	off	off	G5	DTD	DTD
371	DTD	DTD	DTD	off	off	G5	DTD
426	G6	DTD	DTD	DTD	off	off	G5
86	DTD	G6	DTD	DTD	DTD	off	off
370	off	DTD	G6	DTD	DTD	DTD	off
322	off	off	DTD	G6	DTD	DTD	DTD
370	DTD	off	off	DTD	G6	DTD	DTD
387	DTD	DTD	off	off	DTD	G6	DTD

DOWNTOWN RUN #1

EXHIBIT

Petitioner 34

Van	Run	Westin	Grand Hyatt	Marriott City Center	Hyatt	Arrive at DIA	Begin Zone	End Zone
0	100	4:55 AM	5:00 AM	5:05 AM	5:15 AM	6:00 AM	N/A	N/A
0	150	5:10 AM	5:15 AM	5:20 AM	5:30 AM	6:15 AM	N/A	N/A
0	200	5:25 AM	5:30 AM	5:35 AM	5:45 AM	6:30 AM	N/A	N/A
0	250	5:40 AM	5:45 AM	5:50 AM	6:00 AM	6:45 AM	N/A	N/A
0	300	5:55 AM	6:00 AM	6:05 AM	6:15 AM	7:00 AM	N/A	N/A
0	350	6:10 AM	6:15 AM	6:20 AM	6:30 AM	7:15 AM	N/A	N/A
0	400	6:25 AM	6:30 AM	6:35 AM	6:45 AM	7:30 AM	N/A	N/A
0	450	6:40 AM	6:45 AM	6:50 AM	7:00 AM	7:45 AM	7:45 AM	8:00 AM
0	500	6:55 AM	7:00 AM	7:05 AM	7:15 AM	8:00 AM	8:00 AM	8:15 AM
0	550	7:10 AM	7:15 AM	7:20 AM	7:30 AM	8:15 AM	8:15 AM	8:30 AM
0	100	7:25 AM	7:30 AM	7:35 AM	7:45 AM	8:30 AM	8:30 AM	8:45 AM
0	150	7:40 AM	7:45 AM	7:50 AM	8:00 AM	8:45 AM	8:45 AM	9:00 AM
0	200	7:55 AM	8:00 AM	8:05 AM	8:15 AM	9:00 AM	9:00 AM	9:15 AM
0	250	8:10 AM	8:15 AM	8:20 AM	8:30 AM	9:15 AM	9:15 AM	9:30 AM
0	300	8:25 AM	8:30 AM	8:35 AM	8:45 AM	9:30 AM	9:30 AM	9:45 AM
0	350	8:40 AM	8:45 AM	8:50 AM	9:00 AM	9:45 AM	9:45 AM	10:00 AM
0	400	8:55 AM	9:00 AM	9:05 AM	9:15 AM	10:00 AM	10:00 AM	10:15 AM
0	450	9:10 AM	9:15 AM	9:20 AM	9:30 AM	10:15 AM	10:15 AM	10:30 AM
0	500	9:25 AM	9:30 AM	9:35 AM	9:45 AM	10:30 AM	10:30 AM	10:45 AM
0	550	9:40 AM	9:45 AM	9:50 AM	10:00 AM	10:45 AM	10:45 AM	11:00 AM
0	100	9:55 AM	10:00 AM	10:05 AM	10:15 AM	11:00 AM	11:00 AM	11:15 AM
0	150	10:10 AM	10:15 AM	10:20 AM	10:30 AM	11:15 AM	11:15 AM	11:30 AM
0	200	10:25 AM	10:30 AM	10:35 AM	10:45 AM	11:30 AM	11:30 AM	11:45 AM
0	250	10:40 AM	10:45 AM	10:50 AM	11:00 AM	11:45 AM	11:45 AM	12:00 PM
0	300	10:55 AM	11:00 AM	11:05 AM	11:15 AM	12:00 PM	12:00 PM	12:15 PM
0	350	11:10 AM	11:15 AM	11:20 AM	11:30 AM	12:15 PM	12:15 PM	12:30 PM
0	400	11:25 AM	11:30 AM	11:35 AM	11:45 AM	12:30 PM	12:30 PM	12:45 PM
0	450	11:40 AM	11:45 AM	11:50 AM	12:00 PM	12:45 PM	12:45 PM	1:00 PM
0	500	11:55 AM	12:00 PM	12:05 PM	12:15 PM	1:00 PM	1:00 PM	1:15 PM
0	550	12:10 PM	12:15 PM	12:20 PM	12:30 PM	1:15 PM	1:15 PM	1:30 PM
0	100	12:25 PM	12:30 PM	12:35 PM	12:45 PM	1:30 PM	1:30 PM	1:45 PM
0	150	12:40 PM	12:45 PM	12:50 PM	1:00 PM	1:45 PM	1:45 PM	2:00 PM
0	200	12:55 PM	1:00 PM	1:05 PM	1:15 PM	2:00 PM	2:00 PM	2:15 PM
0	250	1:10 PM	1:15 PM	1:20 PM	1:30 PM	2:15 PM	2:15 PM	2:30 PM
0	300	1:25 PM	1:30 PM	1:35 PM	1:45 PM	2:30 PM	2:30 PM	2:45 PM
0	350	1:40 PM	1:45 PM	1:50 PM	2:00 PM	2:45 PM	2:45 PM	3:00 PM
0	400	1:55 PM	2:00 PM	2:05 PM	2:15 PM	3:00 PM	3:00 PM	3:15 PM
0	450	2:10 PM	2:15 PM	2:20 PM	2:30 PM	3:15 PM	3:15 PM	3:30 PM
0	500	2:25 PM	2:30 PM	2:35 PM	2:45 PM	3:30 PM	3:30 PM	3:45 PM
0	550	2:40 PM	2:45 PM	2:50 PM	3:00 PM	3:45 PM	3:45 PM	4:00 PM
0	100	2:55 PM	3:00 PM	3:05 PM	3:15 PM	4:00 PM	4:00 PM	4:15 PM
0	150	3:10 PM	3:15 PM	3:20 PM	3:30 PM	4:15 PM	4:15 PM	4:30 PM
0	200	3:25 PM	3:30 PM	3:35 PM	3:45 PM	4:30 PM	4:30 PM	4:45 PM
0	250	3:40 PM	3:45 PM	3:50 PM	4:00 PM	4:45 PM	4:45 PM	5:00 PM
0	300	3:55 PM	4:00 PM	4:05 PM	4:15 PM	5:00 PM	5:00 PM	5:15 PM
0	350	4:10 PM	4:15 PM	4:20 PM	4:30 PM	5:15 PM	5:15 PM	5:30 PM
0	400	4:25 PM	4:30 PM	4:35 PM	4:45 PM	5:30 PM	5:30 PM	5:45 PM
0	450	4:40 PM	4:45 PM	4:50 PM	5:00 PM	5:45 PM	5:45 PM	6:00 PM
0	500	4:55 PM	5:00 PM	5:05 PM	5:15 PM	6:00 PM	6:00 PM	6:15 PM
0	550	5:10 PM	5:15 PM	5:20 PM	5:30 PM	6:15 PM	6:15 PM	6:30 PM

DOWNTOWN RUN #2


VAN	Run	Curtis Hotel	Magnolia	Brown Palace	Crowne Plaza	Sheraton / Adams Mark	Arrive at DIA	Begin Zone	End Zone
0	600	4:55 AM	5:00 AM	5:05 AM	5:10 AM	5:15 AM	6:00 AM	N/A	N/A
0	650	5:10 AM	5:15 AM	5:20 AM	5:25 AM	5:30 AM	6:15 AM	N/A	N/A
0	700	5:25 AM	5:30 AM	5:35 AM	5:40 AM	5:45 AM	6:30 AM	N/A	N/A
0	750	5:40 AM	5:45 AM	5:50 AM	5:55 AM	6:00 AM	6:45 AM	N/A	N/A
0	800	5:55 AM	6:00 AM	6:05 AM	6:10 AM	6:15 AM	7:00 AM	N/A	N/A
0	850	6:10 AM	6:15 AM	6:20 AM	6:25 AM	6:30 AM	7:15 AM	N/A	N/A
0	900	6:25 AM	6:30 AM	6:35 AM	6:40 AM	6:45 AM	7:30 AM	N/A	N/A
0	950	6:40 AM	6:45 AM	6:50 AM	6:55 AM	7:00 AM	7:45 AM	7:45 AM	8:00 AM
0	1000	6:55 AM	7:00 AM	7:05 AM	7:10 AM	7:15 AM	8:00 AM	8:00 AM	8:15 AM
0	1050	7:10 AM	7:15 AM	7:20 AM	7:25 AM	7:30 AM	8:15 AM	8:15 AM	8:30 AM
0	600	7:25 AM	7:30 AM	7:35 AM	7:40 AM	7:45 AM	8:30 AM	8:30 AM	8:45 AM
0	650	7:40 AM	7:45 AM	7:50 AM	7:55 AM	8:00 AM	8:45 AM	8:45 AM	9:00 AM
0	700	7:55 AM	8:00 AM	8:05 AM	8:10 AM	8:15 AM	9:00 AM	9:00 AM	9:15 AM
0	750	8:10 AM	8:15 AM	8:20 AM	8:25 AM	8:30 AM	9:15 AM	9:15 AM	9:30 AM
0	800	8:25 AM	8:30 AM	8:35 AM	8:40 AM	8:45 AM	9:30 AM	9:30 AM	9:45 AM
0	850	8:40 AM	8:45 AM	8:50 AM	8:55 AM	9:00 AM	9:45 AM	9:45 AM	10:00 AM
0	900	8:55 AM	9:00 AM	9:05 AM	9:10 AM	9:15 AM	10:00 AM	10:00 AM	10:15 AM
0	950	9:10 AM	9:15 AM	9:20 AM	9:25 AM	9:30 AM	10:15 AM	10:15 AM	10:30 AM
0	1000	9:25 AM	9:30 AM	9:35 AM	9:40 AM	9:45 AM	10:30 AM	10:30 AM	10:45 AM
0	1050	9:40 AM	9:45 AM	9:50 AM	9:55 AM	10:00 AM	10:45 AM	10:45 AM	11:00 AM
0	600	9:55 AM	10:00 AM	10:05 AM	10:10 AM	10:15 AM	11:00 AM	11:00 AM	11:15 AM
0	650	10:10 AM	10:15 AM	10:20 AM	10:25 AM	10:30 AM	11:15 AM	11:15 AM	11:30 AM
0	700	10:25 AM	10:30 AM	10:35 AM	10:40 AM	10:45 AM	11:30 AM	11:30 AM	11:45 AM
0	750	10:40 AM	10:45 AM	10:50 AM	10:55 AM	11:00 AM	11:45 AM	11:45 AM	12:00 PM
0	800	10:55 AM	11:00 AM	11:05 AM	11:10 AM	11:15 AM	12:00 PM	12:00 PM	12:15 PM
0	850	11:10 AM	11:15 AM	11:20 AM	11:25 AM	11:30 AM	12:15 PM	12:15 PM	12:30 PM
0	900	11:25 AM	11:30 AM	11:35 AM	11:40 AM	11:45 AM	12:30 PM	12:30 PM	12:45 PM
0	950	11:40 AM	11:45 AM	11:50 AM	11:55 AM	12:00 PM	12:45 PM	12:45 PM	1:00 PM
0	1000	11:55 AM	12:00 PM	12:05 PM	12:10 PM	12:15 PM	1:00 PM	1:00 PM	1:15 PM
0	1050	12:10 PM	12:15 PM	12:20 PM	12:25 PM	12:30 PM	1:15 PM	1:15 PM	1:30 PM
0	600	12:25 PM	12:30 PM	12:35 PM	12:40 PM	12:45 PM	1:30 PM	1:30 PM	1:45 PM
0	650	12:40 PM	12:45 PM	12:50 PM	12:55 PM	1:00 PM	1:45 PM	1:45 PM	2:00 PM
0	700	12:55 PM	1:00 PM	1:05 PM	1:10 PM	1:15 PM	2:00 PM	2:00 PM	2:15 PM
0	750	1:10 PM	1:15 PM	1:20 PM	1:25 PM	1:30 PM	2:15 PM	2:15 PM	2:30 PM
0	800	1:25 PM	1:30 PM	1:35 PM	1:40 PM	1:45 PM	2:30 PM	2:30 PM	2:45 PM
0	850	1:40 PM	1:45 PM	1:50 PM	1:55 PM	2:00 PM	2:45 PM	2:45 PM	3:00 PM
0	900	1:55 PM	2:00 PM	2:05 PM	2:10 PM	2:15 PM	3:00 PM	3:00 PM	3:15 PM
0	950	2:10 PM	2:15 PM	2:20 PM	2:25 PM	2:30 PM	3:15 PM	3:15 PM	3:30 PM
0	1000	2:25 PM	2:30 PM	2:35 PM	2:40 PM	2:45 PM	3:30 PM	3:30 PM	3:45 PM
0	1050	2:40 PM	2:45 PM	2:50 PM	2:55 PM	3:00 PM	3:45 PM	3:45 PM	4:00 PM
0	600	2:55 PM	3:00 PM	3:05 PM	3:10 PM	3:15 PM	4:00 PM	4:00 PM	4:15 PM
0	650	3:10 PM	3:15 PM	3:20 PM	3:25 PM	3:30 PM	4:15 PM	4:15 PM	4:30 PM
0	700	3:25 PM	3:30 PM	3:35 PM	3:40 PM	3:45 PM	4:30 PM	4:30 PM	4:45 PM
0	750	3:40 PM	3:45 PM	3:50 PM	3:55 PM	4:00 PM	4:45 PM	4:45 PM	5:00 PM
0	800	3:55 PM	4:00 PM	4:05 PM	4:10 PM	4:15 PM	5:00 PM	5:00 PM	5:15 PM
0	850	4:10 PM	4:15 PM	4:20 PM	4:25 PM	4:30 PM	5:15 PM	5:15 PM	5:30 PM
0	900	4:25 PM	4:30 PM	4:35 PM	4:40 PM	4:45 PM	5:30 PM	5:30 PM	5:45 PM
0	950	4:40 PM	4:45 PM	4:50 PM	4:55 PM	5:00 PM	5:45 PM	5:45 PM	6:00 PM
0	1000	4:55 PM	5:00 PM	5:05 PM	5:10 PM	5:15 PM	6:00 PM	6:00 PM	6:15 PM
0	1050	5:10 PM	5:15 PM	5:20 PM	5:25 PM	5:30 PM	6:15 PM	6:15 PM	6:30 PM

EXHIBIT NO. P-34 RECEIVED ☒ REJECTED ☐

CASE NO. 27-RC-8582 CASE NAME Supershuttle

NO. OF PAGES__ DATE 1/8/10 REPORTER VW

Denver Fleet Update

To: Unit Franchisees, Associate Drivers, and Staff
From: Robert C. Tschupp, V.P. & G.M. 
Date: July 1, 2005

FAC BOARD OPENINGS

You elect four (4) of the FAC Board members and they represent you! Use them as a resource to get your ideas to us. It is time to elect two (2) UF's to replace the two UF's whose terms are expiring this summer on the FAC – Asfaw/319 and Tsegay/88. Attached is a Questionnaire & Nomination Form for you complete. Return the form by Wednesday, July 13th; I will then put all of the qualified nominees on a ballot and send out with the Fleet Update on Friday, July 15th and you will have a week to come in and review their Questionnaire responses and then vote on your two (2) choices. We will then schedule an FAC meeting shortly thereafter and start working with the new board.

Occupational / Accident Insurance

As you are now aware, the coverage begins today, July 1st; you will see the additional \$9.23 added to the weekly insurance fee of \$150 (total on your cashout summary will be \$159.23) for the week starting Monday, July 4th. Attached is another copy of the benefit summary and the coverage form which must be filled and returned to us ASAP. Note that if you have an Associate Driver, they too are required to have this coverage (they must complete the form and return as well) and your account will be charged an additional \$9.23/week and you can choose to be reimbursed by your driver or not for this charge.

***** Have Happy – and Safe – Fourth of July! *****

EXHIBIT

Petitioner 37

MEMO

Date: 07/03/2008
To: SuperShuttle Unit Franchisee fleet
From: Management
Subject: SDS Dispatching

EXHIBIT

Petitioner 49

SDS Dispatching

This is a reminder of how SDS dispatching works:
Most of you are familiar with these procedures, but it does not hurt to refresh everyone:

Auto Dispatch:

The driver is able to bid on routes with a first pickup that is:

- within 60 mile radius
- In the next 180 minutes or less away from their current location.

The driver is free to bid or not bid on this work. There is no obligation to bid on the work, but if the driver bids on the route and gets it, he/she cannot reject it

Auto Assign:

If a route has not been assigned or auto dispatch (no driver bid on it), the System will automatically assign it to the closest van that has been available for the longest time. The route will be:

- Within 35 mile radius
- Due in the next 60 minutes

The driver does NOT have the option of rejecting this work. The reason why the system chose him/her is simply because he/she is the closest available driver.

Trip Bidding:

It will be available only to the vans in the holding lot. This lets drivers waiting in the holding lot bid on inbound work which has not been assigned through the system.

No-Shows: In order to No-Show a guest, you must choose the On-Site function when you pull up to the address (it is in the same menu as the Board function).
Wait for a message from Dispatch to approve the No-Show, before leaving.

Log-In / Log-Out

Every one must call dispatch when logging in and when logging out

Expiring UFOC's

If your UFOC is about to expire, please come see Dave to sign your new one.

Thank you and drive safely,

CWA-000207

MEMO

EXHIBIT

Petitioner 54

Date: April 10, 2009

To: SuperShuttle Unit Franchisee Fleet

From: Management

Subject: SCHEDULE CHANGES/AM Door-to-Door Shift

Schedule Changes

Open downtown runs will now be scheduled weekly. I will start at the top of each DTD list, and in a descending order, I will take the next drivers off of the list weekly to fill the schedule. This will result in drivers being scheduled on the downtown run for two consecutive weeks. Check the schedule weekly for these changes. The changes will show as a gray box on the downtown schedule. I will also run down the list of drivers with this schedule change via the weekly memo.

This weeks list... Vans: 315, 264, 384, 455, 448

Next week's list (tentative): Vans: 319, 461, 208

AM Door-to-Door Shift

You will now be required to work a full 10 hour shift on your scheduled days. The schedule changes mentioned above facilitate this new policy. The DTD shift will now have less drivers on it weekly, so we need all scheduled drivers to work. See Dave if you need a day off other than those scheduled. The MOD is still authorized to let any driver leave early, but you must have MOD approval. Failure to report for a scheduled shift will result in a default letter being issued.

Thank You and Drive Safely!

EXHIBIT

Petitioner 58

X

Holiday													
3	Monday	Tuesday	Wednesday	Thursday	Rec Only	Saturday	Sunday	6	Monday	Tuesday	Wednesday	Thursday	Friday
	21-Dec	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	27-Dec	28-Dec	28-Dec	29-Dec	30-Dec	31-Dec	1-Jan
	100	DTD	G2	off	off	DTD	750	369	100	DTD	G2	off	off
439	off	100	DTD	G2	off	off	DTD	425	off	100	DTD	G2	off
314	500	off	100	DTD	DTD	off	off	455	500	off	100	DTD	off
463	off	500	off	100	DTD	G2	off	429	off	500	off	DTD	off
452	off	off	500	off	DTD	DTD	G2	460	off	off	500	off	G2
456	G1	off	off	500	off	100	DTD	450	G1	off	off	500	off
453	DTD	G1	off	off	DTD	off	100	383	DTD	G1	off	off	100
383	off	DTD	G1	off	off	500	off	368	off	DTD	G1	off	off
369	650	off	DTD	G1	off	off	500	451	650	off	DTD	G1	off
425	DTD	650	off	DTD	DTD	off	off	70	DTD	650	off	DTD	off
455	off	DTD	650	off	DTD	G1	off	459	off	DTD	650	off	off
429	off	off	DTD	650	off	DTD	G1	464	off	off	DTD	650	G1
460	DTD	off	off	DTD	DTD	off	DTD	434	DTD	off	off	DTD	DTD
450	DTD	DTD	off	off	DTD	650	off	381	DTD	DTD	off	off	off
381	200	DTD	DTD	off	off	DTD	650	446	200	DTD	DTD	off	650
368	A Run	200	DTD	DTD	off	off	DTD	289	A Run	200	DTD	DTD	DTD
451	DTD	A Run	200	DTD	DTD	off	off	388	DTD	A Run	200	DTD	off
70	off	DTD	A Run	200	DTD	DTD	off	467	off	DTD	A Run	200	off
459	off	off	DTD	A Run	DTD	DTD	DTD	319	off	off	DTD	DTD	DTD
464	DTD	off	off	DTD	DTD	200	DTD	449	DTD	off	off	DTD	DTD
434	DTD	DTD	off	off	DTD	A Run	200	382	DTD	DTD	off	off	200
382	off	DTD	DTD	off	off	DTD	A Run	330	off	DTD	DTD	off	A Run
446	750	off	DTD	DTD	off	off	DTD	379	750	off	DTD	off	DTD
299	DTD	750	off	DTD	DTD	off	off	315	DTD	750	off	DTD	off
388	off	DTD	750	off	DTD	DTD	off	open (228)	off	DTD	750	off	off
467	off	off	DTD	750	off	DTD	DTD	438	off	off	DTD	DTD	DTD
319	G2	off	off	DTD	DTD	off	DTD	432	G2	off	off	DTD	DTD
449	DTD	G2	off	off	DTD	750	off	461	DTD	G2	off	off	off

9

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday
21-Dec	21-Dec	22-Dec	23-Dec	24-Dec	25-Dec	26-Dec	27-Dec	28-Dec	29-Dec	30-Dec	31-Dec	1-Jan	2-Jan	3-Jan
461	300	DTD	DTD	off	off	DTD	950	208	300	DTD	DTD	off	off	950
330	C Run	300	DTD	DTD	off	off	DTD	386	C Run	300	DTD	DTD	off	DTD
379	DTD	C Run	300	DTD	DTD	off	off	406	DTD	C Run	300	DTD	off	off
315	off	DTD	C Run	300	DTD	DTD	off	284	off	DTD	C Run	300	DTD	off
open (228)	off	off	DTD	C Run	DTD	DTD	DTD	441	off	off	DTD	C Run	300	DTD
438	DTD	off	off	DTD	DTD	300	DTD	428	DTD	off	off	DTD	300	DTD
432	DTD	DTD	off	off	DTD	C Run	300	454	DTD	DTD	off	off	C Run	300
454	off	DTD	DTD	off	off	DTD	C Run	437	off	DTD	DTD	off	DTD	C Run
208	850	off	DTD	DTD	off	off	DTD	457	850	off	DTD	DTD	off	DTD
386	DTD	850	off	DTD	DTD	off	off	361	DTD	850	off	DTD	off	off
406	off	DTD	850	off	DTD	DTD	off	98	off	DTD	850	off	DTD	off
264	off	off	DTD	850	off	DTD	DTD	445	off	off	DTD	850	DTD	DTD
441	G3	off	off	DTD	DTD	off	DTD	366	G3	off	off	DTD	850	DTD
428	DTD	G3	off	off	DTD	850	off	427	DTD	G3	off	off	DTD	off
427	400	DTD	G3	off	off	DTD	850	374	400	DTD	G3	off	DTD	850
437	off	400	DTD	G3	off	off	DTD	443	off	400	DTD	G3	off	DTD
457	1050	off	400	DTD	DTD	off	off	337	1050	off	400	DTD	off	off
361	DTD	1050	off	400	DTD	G3	off	391	DTD	1050	off	400	DTD	off
98	off	DTD	1050	off	DTD	DTD	G3	424	off	DTD	1050	off	DTD	G3
445	off	off	DTD	1050	off	off	DTD	448	off	off	DTD	1050	off	DTD
366	DTD	off	off	DTD	DTD	off	400	447	DTD	off	off	DTD	1050	400
447	e-run	DTD	off	off	DTD	1050	off	439	e-run	DTD	off	off	DTD	off
374	950	e-run	DTD	off	off	DTD	1050	314	950	e-run	DTD	off	DTD	1050
443	DTD	950	e-run	DTD	off	off	DTD	463	DTD	950	e-run	DTD	off	DTD
337	off	DTD	950	e-run	DTD	off	off	452	off	DTD	950	DTD	off	off
391	off	off	DTD	950	DTD	DTD	off	456	off	off	DTD	950	DTD	off
424	DTD	off	off	DTD	DTD	e-run	DTD	453	DTD	off	off	DTD	e-run	DTD
448	DTD	DTD	off	off	DTD	950	e-run	72	DTD	DTD	off	DTD	950	e-run

2

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
	12/21	12/22	12/23	12/24	12/25	12/26	12/27	28-Dec	12/29	12/30	12/31	1/1	1/2	1/3	1/4
370	G4	DTD	DTD	DTD	off	off	DTD	387	G4	DTD	DTD	DTD	off	off	DTD
387	DTD	G4	DTD	DTD	DTD	off	off	389	DTD	G4	DTD	DTD	DTD	off	off
389	DTD	DTD	G4	DTD	DTD	DTD	off	415	DTD	DTD	G4	DTD	DTD	DTD	off
415	off	DTD	DTD	G4	DTD	DTD	DTD	420	off	DTD	DTD	G4	DTD	DTD	DTD
420	DTD	off	DTD	DTD	DTD	DTD	DTD	9374	DTD	off	DTD	DTD	G4	DTD	DTD
9374	DTD	DTD	off	DTD	DTD	G4	DTD	o	DTD	DTD	off	DTD	DTD	G4	DTD
o	DTD	DTD	DTD	off	DTD	DTD	G4	9372	DTD	DTD	DTD	off	DTD	DTD	G4
9372	G5	DTD	DTD	DTD	off	DTD	DTD	390	G5	DTD	DTD	DTD	off	DTD	DTD
390	off	G5	DTD	DTD	DTD	off	DTD	440	off	G5	DTD	DTD	DTD	off	DTD
440	off	off	G5	DTD	DTD	DTD	off	422	off	off	G5	DTD	DTD	DTD	off
422	DTD	off	off	G5	DTD	DTD	DTD	444	DTD	off	off	G5	DTD	DTD	DTD
444	DTD	DTD	off	off	DTD	DTD	DTD	9375	DTD	DTD	off	off	G5	DTD	DTD
9375	DTD	DTD	DTD	off	off	G5	DTD	462	DTD	DTD	DTD	off	off	G5	DTD
462	G6	DTD	DTD	DTD	off	off	G5	9373	G6	DTD	DTD	DTD	off	off	G5
9373	DTD	G6	DTD	DTD	DTD	off	off	371	DTD	G6	DTD	DTD	DTD	off	off
371	off	DTD	G6	DTD	DTD	DTD	off	426	off	DTD	G6	DTD	DTD	DTD	off
426	off	off	DTD	G6	DTD	DTD	DTD	86	off	off	DTD	DTD	DTD	DTD	DTD
86	DTD	off	off	DTD	DTD	DTD	DTD	9370	DTD	off	off	DTD	G6	DTD	DTD
9370	DTD	DTD	off	off	DTD	G6	DTD	322	DTD	DTD	off	off	DTD	G6	DTD
322	DTD	DTD	DTD	off	off	DTD	G6	370	DTD	DTD	DTD	off	off	DTD	G6

Event Report

Presented By: J. Kummerow Date of Event: 7/30/2009 Time: 15:45

<u>Driver Information</u>	
Name:	Alemseged
Van #:	415

<u>Guest Information</u>	
Name:	
Address:	
City/State:	
Zip Code:	Phone:

Description of Event

As autoassigned the attached trips and declined them. As it turns out, he was not even done picking up the previous trips but dropped them off early on his nextel. I think he should be fined for trying to take advantage of the system as well as declining auto assigned work. 440 was dispatched the trips later, and will probably be late.

Action Taken

Transcripts

1 a business rival's activities. For instance, in the Harlem
2 River Consumer Cooperative case, which is reported at 191
3 NLRB 314, it's a 1971 case and that's a representation case,
4 Mr. Hearing Officer, there was a denial of certification in
5 that case because the business interest of a representative
6 of the Union Petitioner was incompatible with the Union's
7 disinterested representation of the purported employees.
8 And I'll refer to them as purported employees in this
9 because, as you know, we contend that they're independent
10 contractors and supervisors.

11 Further, in the Pony Express Courier case, which is
12 297 NLRB 171, that's a 1989 case, there was a dismissal of
13 an (a) (5) complaint based on, again, a Union agent's
14 competing business interest. And I'll refer you to the
15 Board's language in Beverly Enterprises, which is 293 NLRB
16 122, also a 1989 case, where the Board said that it's not
17 the demonstration of the mischief itself, that is, the
18 conflict of interest wearing two hats where the Petitioner
19 wears the hat of the competitor and wears the hat also
20 purportedly of a representative, disinterested
21 representative of the employees. It's not the mischief
22 itself; it is the risk of that mischief, the potential that
23 that exists.

24 In this case Union Taxi is an entity that was created,
25 from all public documents which seem to indicate, created

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1 it's the fourth line down. It says the franchisee's intent
 2 to use an operator in addition to a franchisee. And can you
 3 explain how that works and what the franchisee is expected
 4 to do under this agreement with respect to additional
 5 operators?
 6 A. Well, franchisees are permitted to hire employees,
 7 relief drivers, or utilize, you know, an independent
 8 contractor if they choose to provide the transportation
 9 services in the franchisee's van. This particular caveat
 10 here or language here is to say that those individuals are
 11 under the direct supervision of the franchisee. Also that
 12 any prospective relief driver has to be screened, pre-
 13 approved by the company because of PUC, airport, and city
 14 regulations.
 15 Q. Okay. But aside from those regulations, who would hire
 16 these people, these relief or additional operators?
 17 A. Franchisees.
 18 Q. Who would fire them?
 19 A. Franchisees.
 20 Q. Who would direct what work they do?
 21 A. Franchisees.
 22 Q. Who would assign them to a particular driving duties or
 23 routes?
 24 A. The franchisee.
 25 Q. And who would be held responsible for compliance with

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1 the overall franchise agreement, notwithstanding that they
 2 are additional operators?
 3 A. Well, the franchisee is responsible for and held
 4 responsible for compliance under the franchise agreement for
 5 himself, him or herself, and any relief driver.
 6 Q. All right. Can you take a look at page 12 with me of
 7 this document? There's a reference there to reservations,
 8 dispatch, cashiering, and vouchers. What are those
 9 elements? Who provides those services and to whom do they
 10 provide them?
 11 A. Well, reservations, dispatch, cashiering, and vouchers
 12 are the trip generating services that the city licensee, in
 13 this case, SuperShuttle Denver, is providing to franchisees.
 14 Q. Okay. And so that is pursuant to this agreement that is
 15 provided?
 16 A. Yes.
 17 Q. Fair to say part of the quid pro quo of this particular
 18 franchise agreement that --
 19 A. Well, yes, because the franchisees in exchange for
 20 receiving these trip generating services are paying a
 21 payment to the company on a weekly basis for these services.
 22 Q. Okay. And is there also an initial franchise fee --
 23 A. There is.
 24 Q. -- that is paid?
 25 A. There is.

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1 Q. Okay.
 2 A. For the right to be able to use the SuperShuttle trade
 3 name and trade dress and the SuperShuttle system.
 4 Q. Okay. And I think if you turn back to page 3, that is
 5 where that is referenced? And you can just correct me if
 6 I'm wrong about that.
 7 A. As far as in the franchise agreement, yes, page 3 is
 8 where it's referenced.
 9 Q. There's a, and let's stay on page 3 for a minutes, there
 10 is a a.m. and p.m. franchise. Can you describe what that
 11 means exactly, what those terms mean?
 12 A. A prospective franchisee, when they are looking to
 13 purchase a franchise agreement and it is based on somewhat
 14 on availability, but they have the opportunity to elect to
 15 purchase either an a.m. franchise time slot or a p.m.
 16 franchise time slot or an overnight time slot. Each time
 17 slot is fourteen hours.
 18 Q. And what does the franchisee agree to do in those time
 19 slots under the franchise agreement?
 20 A. Under the franchise agreement, the franchisee would be
 21 agreeing to make their vehicle, the franchise vehicle
 22 available for service within those time periods.
 23 Q. And who would they notify of their availability? How
 24 does that work?
 25 A. Well, if you go back to that bid sheet that we talked

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1 about a little earlier, the franchisees take their vehicles
 2 home, and the automated bidding system is set up so that I
 3 know it's early evening the night before, trips start
 4 getting reservation, trips start going out to Nextel phones
 5 that drivers can peg or bid on work late, you know, early
 6 late evening --
 7 Q. Okay.
 8 A. -- for the next morning. Or they can get up in the
 9 morning, one o'clock in the morning, turn their Nextel on,
 10 see what trips are available and decide whether they are
 11 going to bid on any of them or not. Go back to sleep for a
 12 while, get up, and, you know, do their first trip.
 13 Q. And is there equipment that is provided from the
 14 franchisor to the franchisee under this Unit Franchise
 15 Agreement, required equipment?
 16 A. There's specialized equipment that is part of the --
 17 that's another exhibit that is part of the franchise
 18 disclosure document that would include the Nextel phone. It
 19 would include two-way radio or an MDT depending on what
 20 market as well as the decals and --
 21 Q. What about uniforms and things of that nature?
 22 A. Uniforms are the responsibility of the franchisee.
 23 Q. Okay.
 24 A. They can order them directly through a uniform vendor.
 25 Q. What about the specification regarding what the uniforms

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1 Q. Now, the company can offer discounts to passengers at
 2 various places, correct?
 3 A. Yes.
 4 Q. When the PUC, when you said the PUC and regulatory
 5 authorities set what the rates are, those are actually
 6 maximum rates, correct?
 7 A. I am not the person to answer that question for you with
 8 respect to the Colorado PUC. There could be a rate of
 9 what's called, what I know to be rate of zone freedom that
 10 allows for discounts or tariff variations up to a certain
 11 percent, and I'm speaking to California PUC. And right now
 12 I am not as familiar with Colorado PUC. That would be one
 13 of the local --
 14 Q. And that goes for all your testimony regarding the
 15 Colorado PUC earlier today? You're not that familiar with
 16 Colorado PUC for any of those things you testified to,
 17 correct?
 18 A. Down to the nitty gritty, no, I'm not.
 19 Q. Okay.
 20 MR. SCULLY: And we'll offer a witness on that.
 21 HEARING OFFICER SVELAND: Pardon?
 22 MR. SCULLY: We'll offer a witness who's the PUC
 23 compliance person.
 24 HEARING OFFICER SVELAND: Okay.
 25 Q. BY MR. GOSCH: And where do you live?

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1 A. I am in Scottsdale, Arizona.
 2 Q. Okay. Now, if the company offers a discount to
 3 passengers, the driver must accept that lesser payment --
 4 MR. SCULLY: Object. Can we have an attribution what
 5 company? Where? Are we assuming --
 6 HEARING OFFICER SVELAND: Undoubtedly Mr. Gosch is
 7 referring to SuperShuttle, but if you want to clarify.
 8 MR. SCULLY: Are you talking about SuperShuttle Denver,
 9 I guess is the question.
 10 HEARING OFFICER SVELAND: Well, that's what this
 11 hearing is about.
 12 MR. GOSCH: Yes.
 13 MR. SCULLY: Okay. That's fine.
 14 Q. BY MR. GOSCH: If SuperShuttle Denver, SuperShuttle
 15 Denver does offer discounts to various passengers, correct?
 16 A. I would presume so --
 17 Q. And as SuperShuttle does in other places?
 18 A. Yes.
 19 Q. Okay. And when they do that, that lesser amount gets
 20 passed onto the driver, correct?
 21 MR. SCULLY: Objection. I don't, the question is
 22 ambiguous. The lesser amount of the fee that gets passed
 23 onto the driver. They --
 24 MR. GOSCH: I don't think it's ambiguous, but if
 25 Mr. Scully could let me --

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1 HEARING OFFICER SVELAND: Yeah. Can you clarify? I
 2 mean.
 3 Q. BY MR. GOSCH: If a driver, if SuperShuttle Denver
 4 offers a lesser fare, the driver must accept that lesser
 5 fare and cannot negotiate for a higher fare with the
 6 customer, correct?
 7 A. That would be correct.
 8 Q. And he or she, the driver, would be subject to
 9 discipline if they would not accept the discounted fare,
 10 correct?
 11 A. There is a language in the franchise agreement that
 12 requires a franchisee or their relief driver to honor the
 13 company's tariff as well as any discounts that are
 14 negotiated for customers.
 15 HEARING OFFICER SVELAND: Can we just go into a little
 16 bit of detail? If somebody is to pick up a fare at DIA, do
 17 you offer coupons or something? Are we talking about, how
 18 do you get a discounted fare?
 19 THE WITNESS: Discounted fares can be generated in a
 20 couple different ways. Large group movements, conventions
 21 coming in might have, you know, a dollar off coupon
 22 incentive for their convention attendees to use
 23 SuperShuttle. The local operation could in the, you know,
 24 attempt to garner increased residential business, do Val-Pak
 25 advertising with a coupon to particular neighborhoods. Is

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1 that sufficient?
 2 HEARING OFFICER SVELAND: That is. Thank you.
 3 Q. BY MR. GOSCH: And then there's discounts through groups
 4 like AAA? You can get a discount through AAA? Again, the
 5 driver has to accept the AAA lower fare, correct?
 6 A. Yes.
 7 Q. Okay. And if there's a big convention in town, they
 8 might negotiate a lower fare because of anyone going to the
 9 convention, correct?
 10 A. They may or may not.
 11 Q. Okay. Senior citizens get discounted fares?
 12 A. I don't know that to be the case. In all cases, the
 13 driver is still only paying either 28 percent depending on
 14 the time slot or 38 percent.
 15 Q. And the 38 or 28 percent that he's paying is on the
 16 lesser fare?
 17 A. On the revenue generated, yes.
 18 Q. Drivers are required to go through orientation and
 19 training that SuperShuttle provides, correct?
 20 A. They are required to go through an orientation and
 21 training on the SuperShuttle proprietary systems.
 22 Q. And that's provided by SuperShuttle, or someone who is
 23 designated by SuperShuttle?
 24 A. Yes, although there are certain parts of the training
 25 that a franchisee can do through an independent third party

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1 Q. Now, and then Section 2 on page 26 sets out all these
 2 rules and on page 27 all the rules that must be met to do
 3 the transfer, correct?
 4 A. Yes.
 5 Q. Under 2(A) it says at the time of the proposed transfer,
 6 all outstanding obligations of franchisee to city licensee
 7 must have been satisfied, right?
 8 A. Yes.
 9 Q. That means that the franchisee can't owe any money to
 10 SuperShuttle Denver, correct?
 11 A. That would be any outstanding fees, yes.
 12 Q. Okay. So if they owe money on the van, they can't
 13 transfer; is that correct?
 14 A. The van is a separate contract apart from the franchise
 15 agreement. There's a vehicle lease agreement.
 16 Q. So you think that if someone owes on the van, that they
 17 are still, they are allowed to transfer?
 18 A. The franchise agreement, yes.
 19 Q. Okay. And if we drop down on page 27 to Section 2(I),
 20 it says the franchisee must pay a transfer fee of either
 21 \$1,000 or 10 percent of the sale price.
 22 A. Yes.
 23 Q. Is that correct? Okay. And so that means the
 24 franchisee, whatever money he or she gets for selling the
 25 franchise, they must turn over a portion of that to

1 Q. And for the year ending December 31st, 2007, again, no
 2 transfers?
 3 A. That's correct.
 4 Q. And the same for the year ending December 1st, excuse
 5 me, December 31st, 2008, correct?
 6 A. Yes.
 7 Q. Thank you. I'm going to ask you to return to the
 8 operations manual, Exhibit P-2. This document also sets out
 9 the rules for the vehicles that franchisees may use when
 10 driving for SuperShuttle.
 11 A. It sets out the specifications of the vehicles.
 12 Q. Okay. Will you turn to page 3.1? Are you there?
 13 A. Yes.
 14 Q. And between pages 3.1 and 3 -- well, Chapter 3 sets out
 15 the specific vehicle specifications and standards for which
 16 every franchisee must follow with his or her van, correct?
 17 A. Yes.
 18 Q. So at the bottom of 3.1, it gives the specific van
 19 designs that are permitted; is that right?
 20 A. Yes.
 21 Q. And if a driver wanted to use some different kind of
 22 van, that would be impermissible, right?
 23 A. There is a provision on page 3.2 that talks to the city
 24 licensee at its sole discretion possibly authorizing the use
 25 of a different or varying vehicle.

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1 SuperShuttle Denver?
 2 A. Yes.
 3 Q. Okay. And then on page 27, number 3 says they must give
 4 SuperShuttle Denver at least 30 days notice prior to any
 5 transfer, right?
 6 A. Yes.
 7 Q. Now, it's true, isn't it, that for the last three years
 8 that SuperShuttle has tracked these numbers, that no one in
 9 Colorado has transferred their franchise, right?
 10 A. Without looking at the franchise disclosure document, I
 11 can't say yes or no to that.
 12 Q. Okay. Why don't you turn to Respondent Exhibit Number
 13 10?
 14 MR. SCULLY: which is the buried document.
 15 Q. BY MR. GOSCH: And page 44. Are you with me?
 16 A. Yes.
 17 Q. Okay. And on page 44, there's a list of for each state
 18 where SuperShuttle does business the number of franchisees
 19 to, franchises that have been transferred from franchisees
 20 to new owners, correct?
 21 A. Yes.
 22 Q. And if we go down the first column to Colorado, we see
 23 that for the year ending September 30th, 2006, there were no
 24 transfers, correct?
 25 A. Correct.

1 Q. Okay. You're not aware of any varying vehicles being
 2 allowed in Denver over the last three years are you?
 3 A. I am not here to know which vehicles are in use and
 4 which are not.
 5 Q. My question was whether you are aware of any variations
 6 that were allowed in the last three years.
 7 A. I am not.
 8 Q. Okay. And then the color specifications, the
 9 communication equipment, so on and so forth, is listed
 10 throughout the rest of Chapter 3; is that correct?
 11 A. Yes.
 12 Q. And, again, a driver must follow these rules to drive
 13 for SuperShuttle, right?
 14 A. To drive a franchise vehicle, the vehicle must be
 15 identified with the SuperShuttle indicia. We own the
 16 federal trade name and the blue and yellow color
 17 combination.
 18 Q. And the indicia is what's listed in Chapter 3, right?
 19 A. Yes.
 20 Q. Franchisees can only have one van, right? They are not
 21 permitted to have multiple franchise vans?
 22 A. That's not correct.
 23 Q. That's not correct?
 24 A. No.
 25 Q. Are -- do you know of any franchisees who have more than

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1 one franchise agreement in Denver?
 2 A. Without taking a look at the franchise list, I could not
 3 tell you whether there is multiple franchise holders.
 4 Q. Okay. Do you have a franchise list?
 5 A. No.
 6 Q. Okay. Have you seen a franchise list in preparation for
 7 this hearing?
 8 MR. SCULLY: Objection. Privileged.
 9 HEARING OFFICER SAVELAND: Sustained.
 10 THE WITNESS: I have not.
 11 HEARING OFFICER SAVELAND: You don't have to, you don't
 12 have to answer the question.
 13 THE WITNESS: Oh, okay.
 14 MR. SCULLY: But I'd be happy to stipulate to a list
 15 of --
 16 HEARING OFFICER SAVELAND: Do you have one?
 17 MR. SCULLY: Yeah. I'm going to introduce it later, but
 18 if he wants, it's been provided pursuant to the subpoena.
 19 HEARING OFFICER SAVELAND: Okay.
 20 MR. SCULLY: But if he wants to use it now, I'll just --
 21 MR. GOSCH: If you're going to do it through a witness
 22 who --
 23 MR. SCULLY: Knows who's on the list.
 24 MR. GOSCH: -- knows who's on the list.
 25 MR. SCULLY: Yeah. That's fine.

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1 MR. GOSCH: I'll take that.
 2 MR. SCULLY: Okay.
 3 Q. BY MR. GOSCH: You had mentioned relief drivers before.
 4 That's the same thing as a substitute driver; is that right?
 5 A. Yes.
 6 Q. Okay.
 7 A. Or an associate driver.
 8 Q. And by whichever this name is, these people are required
 9 to take drug tests by SuperShuttle; is that right?
 10 A. Yes.
 11 Q. And the drug tests are not required by any governmental
 12 regulatory agency. It's just by SuperShuttle itself?
 13 A. I don't know that to be a fact.
 14 Q. You were asked on direct examination about doing work
 15 for a non-competing business. Do you recall that testimony?
 16 A. Yes.
 17 Q. And you said that one could deliver pizza?
 18 A. Yes.
 19 Q. Okay. Could they deliver pizza with the SuperShuttle
 20 signage, or would they have to change that in some way?
 21 A. As the vehicle is the franchisee's vehicle, he can -- he
 22 or she can use his or her vehicle for any purpose they
 23 desire that is legal and not in direct competition with
 24 SuperShuttle.
 25 Q. Right. What I was asking is would they have to change

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1 anything that's on the van if they were going to deliver
 2 pizzas, for example?
 3 A. No.
 4 Q. Okay. You're not aware of anyone who has been involved
 5 in a non-competing business in Denver in the last three
 6 years, are you?
 7 A. No.
 8 HEARING OFFICER SAVELAND: Just so I'm clear. Is
 9 Mr. Alexander going to testify?
 10 MR. SCULLY: No. I was just going to leave after --
 11 Ms. Robertson. Yeah. Yes.
 12 HEARING OFFICER SAVELAND: Okay. Because there's a lot
 13 of questions that she's --
 14 MR. SCULLY: Yeah. I realize that.
 15 HEARING OFFICER SAVELAND: -- not answering because she
 16 doesn't know, so if Mr. Alexander does know.
 17 MR. SCULLY: I absolutely will be offering not only
 18 Mr. Alexander but someone else who has direct knowledge of
 19 local --
 20 HEARING OFFICER SAVELAND: Local management. Perfect.
 21 Thank you.
 22 Q. BY MR. GOSCH: In Respondent's Exhibit 12, the Unit
 23 Franchise Agreement for one of the current drivers, you had
 24 made note of the fact that on page 3, this driver had paid
 25 only a \$1,000 franchise fee.

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1 A. Yes.
 2 Q. It's true, in fact, that that same deal was offered to
 3 every driver in 2008/2009, correct?
 4 MR. SCULLY: Objection. There was an objection from
 5 Mr. Gosch on this testimony when this person was testifying
 6 on direct that he didn't want her to speculate about how
 7 this deal was reached. Now he's asking her about how the
 8 deal was reached.
 9 MR. GOSCH: No. I'm asking about other drivers.
 10 THE WITNESS: Well --
 11 HEARING OFFICER SAVELAND: If she's competent to answer,
 12 then we'll let her answer it.
 13 THE WITNESS: I can --
 14 HEARING OFFICER SAVELAND: And if she's not competent to
 15 answer, then she won't.
 16 MR. SCULLY: Okay. That's fine.
 17 THE WITNESS: I can tell you that on Respondent's 13,
 18 Mr. Rabo paid \$3,500. There is no --
 19 Q. BY MR. GOSCH: Are you sure of that?
 20 A. There is no modification to indicate --
 21 Q. I agree.
 22 A. -- that he did not pay \$3,500.
 23 Q. And you believe it's true that he paid \$3,500?
 24 HEARING OFFICER SAVELAND: What document are you
 25 referencing now?

1 that you're aware of?
 2 A. We'll both provide transportation, primarily to and from
 3 downtowns, between DIA and the downtown area, the Tech
 4 Centre and DIA, and even point-to-point in the downtown area
 5 as well.

6 Q. And Union Taxi Cooperative does in a cab, which can
 7 carry less passengers than a shuttle, is that --

8 A. That's correct.

9 Q. -- more accurate? So, is there generally a fare
 10 difference, in your experience?

11 A. Yes. The shuttle is per person, and the taxi is a flat
 12 rate, or a single rate for the use of the taxi. So there's
 13 a price point where taxi rides can be more efficient or more
 14 economically efficient than the shuttle ride and vice versa.

15 HEARING OFFICER SAVELAND: Can I ask a quick question?

16 THE WITNESS: Sure.

17 HEARING OFFICER SAVELAND: Does SuperShuttle provide
 18 point-to-point service in the city, or it always did DIA,
 19 and from DIA?

20 THE WITNESS: It has an authority within city limits
 21 of -- within the downtown boundaries to perform point-to-
 22 point, commercially.

23 HEARING OFFICER SAVELAND: So we could exit our building
 24 here and hail a SuperShuttle cab to go to the Convention
 25 Center, or to the Pepsi Center, somewhere else in the

1 downtown area?

2 THE WITNESS: Yes, you could.

3 HEARING OFFICER SAVELAND: And that does happen?

4 THE WITNESS: It does -- it does happen, yes.

5 HEARING OFFICER SAVELAND: Okay. Thank you.

6 Q. BY MR. SCULLY: Now, SuperShuttle International Denver,
 7 Mr. Alexander, does it directly provide any driving
 8 services?

9 A. No.

10 Q. Who provides that service?

11 A. The franchisee.

12 MR. SCULLY: Are we at Respondent's 14?

13 COURT REPORTER: Yes.

14 MR. SCULLY: Can we mark this as Exhibit 14, please.
 15 Thank you very much.

16 (Respondent's Exhibit 14 marked for identification.)

17 Q. BY MR. SCULLY: Let me show you what I've marked as
 18 Respondent's Exhibit 14 for identification. Can you tell me
 19 what that is, Mr. Alexander?

20 A. Yes. It's a current driver list of our franchisees
 21 in Denver.

22 Q. Can you differentiate between the names on the left-hand
 23 side of the two pages and the names on the right?

24 MR. SCULLY: Oh, I'm sorry. You know what, I need to
 25 withdraw that exhibit. I provided the wrong one, or I'm

1 holding the wrong one. I want to make sure I've got this
 2 right. Hold on.

3 (Pause.)

4 Q. BY MR. SCULLY: Can you tell me -- can you tell me about
 5 the drivers on the left side, can you identify who they are?

6 Not by name, obviously, but their --

7 A. They seem to be drivers, and there's even an LLC here,
 8 and they are the franchisees.

9 Q. And on the right side?

10 A. On the right side, these are the known associate
 11 drivers.

12 Q. Okay. And are associate drivers also referred to as
 13 relief drivers?

14 A. Yes. That's correct.

15 MR. SCULLY: Ask for admission of Respondent's 14?

16 HEARING OFFICER SAVELAND: Any objection?

17 MR. GOSCH: No objection.

18 HEARING OFFICER SAVELAND: Respondent's 14 is received.
 19 (Respondent's Exhibit 14 received into evidence.)

20 MR. SCULLY: Thank you very much.

21 Q. BY MR. SCULLY: I want to direct your attention on the
 22 list, Mr. Alexander, to the LLC that's listed on the first
 23 page. What does LLC stand for, in your understanding?

24 A. A limited liability company.

25 Q. And, in fact, do you know how many individuals make up

1 that LLC?

2 A. No.

3 Q. Is there any limitation on the form of business that
 4 could sign up to take a SuperShuttle franchise?

5 A. No.

6 Q. So, for instance, it could be an LLC partnership?

7 A. A corporation.

8 Q. And with respect to the relief drivers, the associated,
 9 known associated drivers, you'll see that there are -- there
 10 are only a certain number of those, and they're not directly
 11 across from the franchisee.

12 Does each franchisee have the ability in the Denver
 13 SuperShuttle market to retain relief or associated drivers?

14 A. Yes.

15 Q. So, are there other -- have there been other relief and
 16 associated drivers in the past?

17 A. Certainly.

18 Q. And whose control is it that the intention of such
 19 relief drivers?

20 A. It would be the franchisee.

21 Q. And is there a limitation on the number of relief or
 22 associated drivers that a franchisee can retain?

23 A. No.

24 Q. Now, there were some -- you've been present throughout
 25 the hearing?

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1 document. I've labeled it Petitioner Exhibit 6. And I'll
 2 state to you that this was, again, another signed seatbelt
 3 policy that you turned over to us in response to our
 4 subpoena. Do you recognize this document?
 5 A. I do.
 6 Q. Okay. And this demonstrates that at least as of 2009,
 7 there is no seatbelt policy that drivers are required to
 8 sign, correct?
 9 A. As of February 10th, 2009.
 10 Q. Okay. Do you suspect that the policy ended some time
 11 after February 10th, or do you agree with me that this
 12 policy is still in existence?
 13 A. I would not know the answer that it's still in
 14 existence.
 15 Q. Yeah. Who would know the answer to that question?
 16 A. Probably Mr. Legette.
 17 Q. And you have no knowledge that the policy has stopped
 18 being in existence, do you?
 19 A. No, I don't.
 20 MR. GOSCH: I move for admission of P-6.
 21 HEARING OFFICER SVELAND: Any objection?
 22 MR. SCULLY: No objection.
 23 HEARING OFFICER SVELAND: P-6 is admitted.
 24 (Petitioner's Exhibit 6 received into evidence.)
 25 Q. BY MR. GOSCH: Mr. Alexander, all drivers are required

1 A. That's correct. A driver may take it elsewhere if he
 2 wishes.
 3 Q. Okay. And Yellow Cab, is that located at the same place
 4 as where SuperShuttle was located?
 5 A. At present date that's correct.
 6 (Petitioner's Exhibit 8 marked for identification.)
 7 Q. BY MR. GOSCH: Mr. Alexander, I've handed you what's
 8 marked as Exhibit P-8. And this is a certificate issued to
 9 one of the SuperShuttle drivers, that they have taken the
 10 defensive driving course; is that right?
 11 A. Yes.
 12 Q. And it shows on the upper left that the training center
 13 was Yellow Cab; is that right?
 14 A. Yes.
 15 Q. Okay. And the defensive driving course, this isn't
 16 required by the PUC, is it? This is required by
 17 SuperShuttle?
 18 A. That's correct.
 19 Q. Okay.
 20 MR. GOSCH: I move for admission of Exhibit P-8.
 21 HEARING OFFICER SVELAND: Any objection?
 22 MR. SCULLY: No.
 23 HEARING OFFICER SVELAND: P-8 is received.
 24 (Petitioner's Exhibit 8 received into evidence.)
 25 Q. BY MR. GOSCH: Mr. Alexander, drivers are required to

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1 to accept and follow the rules of a fleet safety handbook;
 2 is that correct?
 3 A. Yes.
 4 Q. And that's a document that SuperShuttle makes, the Fleet
 5 Safety Handbook?
 6 A. I believe so.
 7 (Petitioner's Exhibit 7 marked for identification.)
 8 Q. BY MR. GOSCH: Mr. Alexander, I've handed you what I've
 9 marked as Petitioner's Exhibit 7. And I'll say to you that
 10 this again is another document that you turned over to us in
 11 response to our subpoena. Do you recognize this document?
 12 A. I do.
 13 Q. And this is one driver's signed acknowledgment for that
 14 Fleet Safety Handbook, correct?
 15 A. Correct.
 16 MR. GOSCH: Move for admission of P-7.
 17 HEARING OFFICER SVELAND: Any objection?
 18 MR. SCULLY: No.
 19 HEARING OFFICER SVELAND: P-7 is received.
 20 (Petitioner's Exhibit 7 received into evidence.)
 21 Q. BY MR. GOSCH: Mr. Alexander, SuperShuttle requires
 22 drivers to take a defensive driving course; is that right?
 23 A. I guess.
 24 Q. And SuperShuttle actually offers the course through
 25 Yellow Cab; is that right?

1 agree to and sign a set cellular device usage policy; is
 2 that right?
 3 A. I'm sorry, a cell --
 4 Q. A cellular device usage policy?
 5 A. Yes.
 6 (Petitioner's Exhibit 9 marked for identification.)
 7 Q. BY MR. GOSCH: Mr. Alexander, I've just handed you what
 8 we've marked as Petitioner's Exhibit 9. And again, I'll say
 9 that this was one of many documents we received in your
 10 response to our subpoena. And this is one copy of
 11 SuperShuttle's cellular device usage policy; is that right?
 12 A. This is correct.
 13 Q. Okay. And this one was signed by a driver in October
 14 13th of 2009, right?
 15 A. Well, I thought it was January 13. It's possible that
 16 it was -- that's it.
 17 Q. Okay.
 18 MR. SCULLY: It might be a copy.
 19 THE WITNESS: Is that a 10?
 20 MR. SCULLY: Yeah. October.
 21 THE WITNESS: It appears to be.
 22 Q. BY MR. GOSCH: And you would agree with me, wouldn't
 23 you, that this policy actually goes beyond what is required
 24 under law right now, correct?
 25 A. I don't know that.

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1 airport curb -- curb-time fees. The airport instills upon a
2 franchisee, anybody who works the airport, some sort of AVI
3 or gate fee. In this case it's timed and the driver's
4 responsible.

5 Q. And when you say it's timed, I may do some leading
6 questioning, but it's just to get this done.

7 HEARING OFFICER SAVELAND: Sure.

8 Q. BY MR. GOSCH: Does the driver put a card in somewhere
9 when he arrives at the airport, to start the clock?

10 A. No. Actually he has a transponder on his vehicle.

11 Q. Okay. And then -- and so someone at the airport keeps
12 track of that arguably, about how long the driver is there?

13 A. The big computer system is that, yes.

14 Q. Fair enough. And the big computer system then tracks
15 when that -- when that vehicle leaves --

16 A. Correct.

17 Q. And he, that driver -- that vehicle is charged for every
18 minute that he's at the airport?

19 A. Yes.

20 Q. Okay. And that charge goes to SuperShuttle?

21 A. It goes to SuperShuttle, yes.

22 Q. Okay. And you're billed for that. Okay. What's the
23 \$50, and what's the 239.63? Do you know?

24 MR. SCULLY: I'm sorry, Your Honor. Can we just clarify
25 the entire chain?

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1 MR. GOSCH: I don't object. Go ahead.

2 MR. SCULLY: The bill to SuperShuttle and then passed on
3 to the franchisee through this AVI notation?

4 MR. GOSCH: That's what I think we're getting to.
5 That's what we're talking about right now.

6 MR. SCULLY: Okay. I'm sorry, I just --

7 Q. BY MR. GOSCH: So what's the \$50 and what's the 239.63?

8 A. The 239.63 would be this franchisee's airport AVI time
9 for the month of November.

10 Q. Okay. And the \$50 he's charged on top of that by
11 SuperShuttle?

12 A. I don't know.

13 Q. Then there's a line that says "\$10.05 commissions B2B,"
14 what's that?

15 A. Someone else would better -- would be better to ask that
16 to.

17 Q. Okay. "Franchise sales fee, \$2,008 UF fee." Does mean
18 that this person has agreed to pay \$20 a week for 50 weeks
19 to pay his or her \$1,000 annual franchise fee?

20 A. Yes.

21 Q. Insurance. Does the driver pay SuperShuttle \$135 a
22 month for his insurance?

23 A. No.

24 Q. Okay. How does that work? A week, I'm sorry?

25 A. Yes.

1 Q. Okay. And is SuperShuttle self-insured for these
2 drivers, for the franchisees? I'm curious why the payment
3 is through SuperShuttle and not Allstate or somebody else?

4 A. Well, the main premiums would be handled by SuperShuttle
5 on a national basis, there's a national insurance bank. And
6 this 135, it would go to SuperShuttle to be distributed to
7 its -- there's liability, there's collision, and there's --
8 there's occupational accident insurance in there, so there's
9 components.

10 Q. Drivers are required to take insurance through
11 SuperShuttle, right?

12 A. You know, I don't know. I don't know -- I don't know if
13 anyone's made a case not to, but I would think a case could
14 be made that they didn't have to.

15 Q. Will you take a look at Respondent's Exhibit 11, which
16 is the Unit Franchise Agreement.

17 A. Yes.

18 Q. Page 14 of that document shows what franchisees are
19 required to do about insurance; is that right?

20 A. That's -- that's our paragraph on insurance; yes, that's
21 correct.

22 Q. The third full sentence reads, "Franchisee acknowledges
23 that city licensee shall determine the carrier, which may be
24 an affiliate of city licensee, the risks and coverages for
25 which insurance shall be obtained and the amounts of

1 coverage." Correct?

2 A. That's what it says.

3 Q. And that accurately reflects how insurance -- what
4 requirements franchisees have around insurance, right?

5 A. Yes.

6 Q. And then -- I think that's all the questions I have on
7 P-25.

8 MR. SCULLY: Can I ask a clarifying question on that?
9 HEARING OFFICER SAVELAND: Yes.

10 MR. SCULLY: Is that insurance that pass-through to the
11 franchisee?

12 THE WITNESS: Yes.

13 MR. SCULLY: Just so it's clear.

14 Q. BY MR. GOSCH: Okay. The last page of P-25 -- you can
15 have that, I told you I'm done with it.

16 MR. SCULLY: Sorry.

17 Q. BY MR. GOSCH: That is a SuperShuttle unit franchisee
18 receipt, right?

19 A. Yes.

20 Q. There's a little cut off the top of the --

21 A. Yes. Yes. Yes.

22 Q. Okay. And then Petitioner's Exhibit 26, these are four
23 more examples of the same unit franchisee receipts that
24 drivers received for that same weeks' time, correct? Go
25 ahead and take your time, look through that one.

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1 A. The franchisee.
 2 Q. Okay. Who pays tolls for a franchisee?
 3 A. The franchisee is responsible for that.
 4 Q. And where are vans stored when they're not being used?
 5 A. Well, at home.
 6 Q. Okay.
 7 A. Their own residence, wherever they choose.
 8 Q. It's up to the franchisee?
 9 A. That's correct.
 10 Q. Okay. You've heard about today about the different
 11 services that SuperShuttle franchisees provide; is that
 12 correct?
 13 A. That's correct.
 14 Q. All right. Can you describe who are the different
 15 customers that franchisees serve?
 16 A. Different customers. Hotel to the airport, airport to
 17 hotel, residential to hotel, residential to the airport, and
 18 vice versa.
 19 Q. Okay.
 20 A. Charters, point-to-point within the city boundaries.
 21 Q. Who do SuperShuttle franchisees find themselves
 22 competing with?
 23 A. They compete against other van companies, independent
 24 van owners out there, and taxicabs.
 25 Q. Okay. How do they compete with taxicabs?

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1 A. At the hotels, airport in our case. If we don't provide
 2 that service, they're going to find another way to go, and
 3 that does it for the taxicabs.
 4 Q. Is it because they provide the same transportation to
 5 passengers?
 6 A. Yes, they do.
 7 Q. Okay. Could you please look at what's been marked as R,
 8 Exhibit R-9?
 9 A. This pile we left here?
 10 (Pause.)
 11 MR. COMBS: Do you have that?
 12 MR. GOSCH: I got it, that's fine.
 13 Q. BY MR. COMBS: Are you familiar with this document,
 14 Mr. Legette?
 15 A. Yes, I've seen it before.
 16 Q. Okay. What is this document?
 17 A. On this particular document is like a driver bidding
 18 history. On top it says 12/1 to 12/31, but looking at the
 19 first page it's referenced from 12/23; 12/20 to 12/23.
 20 Q. That's called a "driver bidding history." What does the
 21 document describe?
 22 A. This particular document describes the history of this
 23 particular franchisee, and it looks like driver -- well 388.
 24 Q. Okay. So driver 388, that's the franchisee's van?
 25 A. That's his van number, yes it is.

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1 Q. Okay. There on the fourth column from the left, the
 2 column's titled "response."
 3 A. Uh-huh.
 4 Q. Do you see that?
 5 A. Yes, I do.
 6 Q. There's a couple of descriptions there. Can you please
 7 describe what they mean?
 8 A. A pass is where attributing system made available to
 9 respond to his SL phone and this particular franchisee
 10 passed on the bid.
 11 Q. Who decided? The franchisee made the decision by him or
 12 herself?
 13 A. That's correct.
 14 Q. Okay. And the "bid assigned," what does that mean?
 15 A. That's a bid that was assigned to vehicle 388.
 16 Q. Is it within the franchisee's discretion to accept or
 17 pass on a bid?
 18 A. Yes, it is.
 19 Q. Okay. You've heard discussions today about relief
 20 practice, correct?
 21 A. That's correct, and calling associates.
 22 Q. All right. It's up to franchisees -- or who is it who
 23 hires a relief driver?
 24 A. That responsibility's up to the franchisee.
 25 Q. Okay. Why do franchisees hire relief drivers?

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1 A. Various reasons. They may want to keep their vans out
 2 longer for the opportunity to make -- generate more revenue
 3 for themselves. Maybe they're not going to make their vans
 4 available for a period of time.
 5 Q. What would -- when would a franchisee not have its vans
 6 available for a period of time?
 7 A. In our practice, franchisees have wanted to go home, and
 8 they don't make those vans available for that period of
 9 time, whether it be a month, maybe two days there maybe.
 10 Q. Where's home?
 11 A. For many of them it's Africa.
 12 Q. Okay. What happens to the franchisee's van if the
 13 franchisee goes to say Africa?
 14 A. What happens to their van?
 15 Q. Yes.
 16 A. They can park -- they can park it in our lot for a day.
 17 They can have the option of giving an associate driver to
 18 keep their van on the road.
 19 Q. Whose decision is it what happens to the van?
 20 A. The franchisee.
 21 Q. Okay. Have there been situations when a franchisee has
 22 hired a relief operator while they're out of the country?
 23 A. Yes, sir.
 24 Q. Okay. And has the franchisee generated revenue when
 25 they were out of the country?

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1 A. Yes, sir.
 2 Q. When a franchisee's out of the country, do they continue
 3 to pay franchise fees?
 4 A. Yes, they do.
 5 Q. Okay. And if -- does SuperShuttle always know when a
 6 relief driver is being used?
 7 A. Yes.
 8 Q. Okay. If a relief driver is being used, who is the
 9 contact on that van?
 10 A. The practice is that the relief -- that the associate
 11 driver is the contact, he's operating that vehicle in the
 12 franchisee -- for the franchisee.
 13 Q. If there's a default letter issued, is that issued to
 14 the -- who's that issued to?
 15 A. The default letter would go to the franchisee.
 16 Q. Okay. Even though the default might have been for
 17 something that the relief driver did?
 18 A. That's correct.
 19 MR. COMBS: No further questions.
 20 HEARING OFFICER SVELAND: Mr. Gosch?
 21 CROSS-EXAMINATION
 22 Q. BY MR. GOSCH: Mr. Legette, maybe I missed it, but
 23 what's your title?
 24 A. I'm a General Manager for SuperShuttle Denver.
 25 Q. So that's SuperShuttle International Denver,

1 are from Africa; is that fair to say?
 2 A. I would say it's fair to say.
 3 Q. Okay. And that when these drivers go back to their home
 4 country, it's usually for two or three months. It's not a
 5 short trip; would you agree with that?
 6 A. I would not agree with that.
 7 Q. Okay. Have you -- what has been your experience with
 8 the drivers who go back to Africa?
 9 A. Five weeks.
 10 Q. Five weeks. All right. I mean, it takes three days to
 11 get to Ethiopia, right?
 12 A. I would not know.
 13 Q. Okay. Fair enough. During the period they're gone --
 14 A. Uh-huh.
 15 Q. -- they have to continue to pay insurance on the
 16 vehicle, right?
 17 A. That's correct.
 18 Q. Okay. And drivers have asked to have that waived
 19 before, right?
 20 A. That request has been made in the past, yes.
 21 Q. Okay. And in the past SuperShuttle agreed to waive it,
 22 but SuperShuttle no longer waives it; is that right?
 23 A. That is correct.
 24 Q. Okay. And how long ago did SuperShuttle stop waiving
 25 that insurance? Do you remember?

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1 Incorporated?
 2 A. That's correct.
 3 Q. Okay. And do you hold any position with Yellow Cab?
 4 A. No, sir.
 5 Q. Are there occasions when SuperShuttle sends a cab
 6 instead of a SuperShuttle?
 7 A. Yes, there are.
 8 Q. Okay. And when that happens, you always send a Yellow
 9 Cab, right?
 10 MR. COMBS: Objection, relevance.
 11 HEARING OFFICER SVELAND: It was raised this morning.
 12 MR. COMBS: Okay.
 13 HEARING OFFICER SVELAND: He can cross on that.
 14 THE WITNESS: That's our preference.
 15 HEARING OFFICER SVELAND: Go ahead.
 16 Q. BY MR. GOSCH: That's your preference?
 17 A. That's our preference.
 18 Q. Okay. And that's a practice too, right?
 19 A. Yes, sir.
 20 Q. You always send Yellow Cab?
 21 A. Yes, sir.
 22 Q. Now, you talked about relief drivers going back to their
 23 home country.
 24 A. Uh-huh.
 25 Q. Of the drivers, it's fair to say that the vast majority

1 A. I don't know exactly, no.
 2 Q. Yeah. Was it during the time that you were general
 3 manager?
 4 A. Yes, it was.
 5 Q. And how long have you been general manager?
 6 A. Just over a year.
 7 Q. Okay. So some time in the last year, SuperShuttle
 8 International Denver changed its policy and now requires
 9 drivers to continue to pay for insurance even if they're
 10 gone for a period of five weeks to however long in days?
 11 A. That's correct.
 12 Q. And drivers also continue to pay their lease if they go
 13 back to their home country; is that right?
 14 A. That's correct.
 15 (Pause.)
 16 MR. GOSCH: I'm sorry, Mr. Hearing Officer, may I have a
 17 moment, please?
 18 HEARING OFFICER SVELAND: Sure.
 19 (Pause.)
 20 Q. BY MR. GOSCH: Mr. Legette, could you grab the stack of
 21 documents that are listed as Petitioner 27, P-27?
 22 HEARING OFFICER SVELAND: It's going to start with a
 23 document that looks like that.
 24 THE WITNESS: Okay. Am I at the right place, 27?
 25 Q. BY MR. GOSCH: That's it. This first document says it's

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1 (Pause.)
 2 (Petitioner's Exhibit 33 marked for identification.)
 3 Q. BY MR. GOSCH: Mr. Legette, I've just handed you a
 4 document that I've marked as Petitioner's Exhibit 33. Why
 5 don't you take a look at this and tell me when you're ready?
 6 A. I'm ready.
 7 Q. So again this is SuperShuttle International Denver's
 8 schedule for drivers for this past week and next week; is
 9 that correct?
 10 A. Yes, according to HS.
 11 Q. Okay. So at the top left of the first page, it starts
 12 Monday, January 4th and then goes on through the rest of the
 13 days for two weeks, right?
 14 A. Yes.
 15 Q. And this is the schedule that all SuperShuttle
 16 International Denver drivers follow for this two-week
 17 period, correct?
 18 A. That is correct.
 19 Q. Okay. And I'd like you to walk through and help those
 20 of us who are novices here understand what's going on with
 21 this document.
 22 I understand the first two pages are for drivers on the
 23 a.m. shifts, and the third page is for drivers on the p.m.
 24 shift; is that right?
 25 A. That's correct.

1 A. Mr. Schmidt. And in the past I do believe Mr. Russell
 2 has done them as well.
 3 Q. Mr. Russell one of the MODs?
 4 A. That's correct.
 5 Q. How long has Mr. Schmidt been a unit franchise manager?
 6 A. Oh, seven months.
 7 Q. Okay. And -- well, one of the MODs has done it in the
 8 past? Mr. Schmidt has responsibility now?
 9 A. That's correct.
 10 Q. And Mr. Schmidt wrote up this schedule?
 11 A. I'm going to assume he did.
 12 Q. Fair enough. Let's take the first driver on the first
 13 page. That's for van number 451, right?
 14 A. Yes.
 15 Q. Okay. On Monday, January 4th it says 100, correct?
 16 A. Yes.
 17 Q. What is 100?
 18 A. It's one of the downtown hotel routes.
 19 Q. And there's a schedule that shows exactly what those
 20 routes are, right?
 21 A. There's a schedule -- excuse me ask the question again?
 22 Q. There's a separate document which shows exactly when and
 23 where the 100 route is, correct?
 24 A. I don't know.
 25 MR. SCULLY: Are we referring to the DC?

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1 HEARING OFFICER SAVELAND: How can you tell?
 2 THE WITNESS: Just by -- I just happen to know the
 3 driver numbers.
 4 HEARING OFFICER SAVELAND: Oh, I see.
 5 Q. BY MR. GOSCH: And the driver numbers are on the very
 6 far left column of each of the three pages, right?
 7 A. That's correct.
 8 Q. And these schedules are put in driver's boxes every
 9 other Friday; is that right?
 10 A. Correct.
 11 Q. I may have made up a term, boxes. How are these
 12 distributed every other Friday?
 13 A. For lack of a better word that's fine. It's -- every
 14 franchisee has a little slot that we put their settlement in
 15 and memos and that type of thing.
 16 Q. Okay. And so these are -- these don't go out through a
 17 Nextel phone or any sort of computerized system? These are
 18 physically left for drivers to pick up?
 19 A. That's my understanding.
 20 Q. And let's go through the form first. Well, let me ask
 21 you this: these schedules are set -- well, who drafts these
 22 schedules? Who writes this document up?
 23 A. Let me think about this for second. The unit franchise
 24 manager and --
 25 Q. Is that Mr. Schmidt?

1 MR. GOSCH: No, we're not.
 2 MR. SCULLY: This is a file scheduled with the PUC.
 3 MR. GOSCH: You guys can argue --
 4 HEARING OFFICER SAVELAND: That's not what Mr. Gosch
 5 is --
 6 MR. GOSCH: -- you can argue all you want, fellas; just
 7 put it in your brief.
 8 MR. SCULLY: well, we have testimony, whereas Mr. Gosch
 9 has his testimony. I understand it's --
 10 MR. GOSCH: You brought it up, Patrick. I mean --
 11 HEARING OFFICER SAVELAND: well, the question was
 12 whether --
 13 MR. SCULLY: It was a reference to the PUC file
 14 schedule. That's what I was asking.
 15 MR. GOSCH: That wasn't the question.
 16 HEARING OFFICER SAVELAND: That's not my
 17 understanding. If you want --
 18 MR. SCULLY: No, that's the --
 19 HEARING OFFICER SAVELAND: Do we need to clarify
 20 this now, or --
 21 Q. BY MR. GOSCH: Mr. Legette, do you recognize this
 22 document?
 23 A. Yes.
 24 HEARING OFFICER SAVELAND: Can you go get -- Mr. Gosch?
 25 MR. GOSCH: Yeah?

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1 HEARING OFFICER SAVELAND: Mr. Scully, you're doing an
2 awful lot of walking around.
3 MR. SCULLY: I'm sorry, I'm looking for documents that
4 he's referencing.
5 HEARING OFFICER SAVELAND: Okay. Do you want to
6 continue before we go onto questioning?
7 MR. SCULLY: No, that's fine, Judge.
8 HEARING OFFICER SAVELAND: Thank you. Go on.
9 (Petitioner's Exhibit 34 marked for identification.)
10 Q. BY MR. GOSCH: Exhibit P-34, on the front side it says
11 "downtown run number 1," right?
12 A. That's correct.
13 Q. And the backside says "downtown run number 2," correct?
14 A. That's correct.
15 Q. Okay. Downtown run number 1 --
16 A. Uh-huh.
17 Q. -- what is that? Is that lower downtown or upper
18 downtown?
19 A. I don't know.
20 Q. You don't know, okay. Mr. Schmidt is the one -- is
21 Mr. Schmidt the one who would know the answer to that?
22 A. That's correct.
23 Q. All right. And we can have some drivers testify about
24 this and everything else. Okay.
25 HEARING OFFICER SAVELAND: You've not offered either of

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1 these for admission. You marked them both.
2 MR. GOSCH: Thank you. Excellent point. I would move
3 for admission of Petitioner's Exhibit 33 and 34.
4 HEARING OFFICER SAVELAND: Any objections?
5 MR. COMBS: Yes.
6 HEARING OFFICER SAVELAND: Okay.
7 MR. COMBS: where were these -- where did you get these
8 documents?
9 MR. GOSCH: Oh, from you.
10 MR. COMBS: Did you?
11 MR. GOSCH: 34 we got from you; 33 is this week's, since
12 you gave us documents, and we got a few drivers.
13 MR. COMBS: Okay. And where did you find this in the
14 files that we gave you?
15 MR. GOSCH: It was in a blue three-ring binder.
16 MR. COMBS: Okay. All right. Okay. There's no
17 objections as to P-34.
18 HEARING OFFICER SAVELAND: Okay. Petitioner's 34 is
19 admitted.
20 (Petitioner Exhibit 34 received into evidence.)
21 HEARING OFFICER SAVELAND: And what about Petitioner's
22 33?
23 MR. COMBS: well, we object to how it's been referred
24 to. This is an MOD copy.
25 HEARING OFFICER SAVELAND: This document's an MOD copy?

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1 MR. COMBS: That's right. That's how it's P-33.
2 HEARING OFFICER SAVELAND: Okay. So do you want us to
3 refer to it as the MOD copy?
4 MR. COMBS: That's what it is.
5 HEARING OFFICER SAVELAND: right. And then do you have
6 an objection to it being received if we refer to it as an
7 MOD copy?
8 MR. COMBS: No.
9 HEARING OFFICER SAVELAND: Okay. P-33 is received.
10 (Petitioner's Exhibit 33 received into evidence.)
11 Q. BY MR. GOSCH: Just to be clear Mr. Legette, P-33 is the
12 actual copy that's given to the drivers, right?
13 A. To the best of my knowledge, yes.
14 Q. P-34 and downtown run number 1.
15 A. Uh-huh.
16 Q. So what we're getting at is what run number 100 is. As
17 I understand P-34, this means that the van that is assigned
18 to run number 100 must make the pickups at the times listed
19 on Exhibit P-34; is that correct?
20 A. Yes. These are the listed times that we with the POC
21 and in partnerships with the hotels that we keep the
22 schedule.
23 Q. So that's a yes?
24 A. That is a yes.
25 Q. Okay. So let's just --

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1 (Pause.)
2 Q. BY MR. GOSCH: So on Monday, January 4th --
3 A. Uh-huh.
4 Q. -- van number 451 --
5 A. Uh-huh.
6 Q. -- from P-33 was scheduled to pick up folks at the
7 Weston at 4:55 a.m.; is that right?
8 A. That's the way it looks to me, yes.
9 Q. Okay. And then to pick up folks at the Grand Hyatt at
10 5:00?
11 A. That's correct.
12 Q. Marriott City Center at 5:05?
13 A. That's correct.
14 Q. The Hyatt at 5:15?
15 A. That's correct.
16 Q. And to arrive at DIA at 6:00 a.m.?
17 A. That's the way it reads to me.
18 Q. Okay. And then for begin zone and end zone, it says
19 "not applicable." And I take it that means there is no one
20 to pick up at DIA at 6:00 a.m., so they have no
21 responsibilities to pick up anyone at DIA at that time?
22 A. I do not know what that means.
23 Q. You don't know?
24 A. I do not.
25 MR. GOSCH: Mr. Hearing Officer, I will walk through one

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1 A. I wouldn't put it in those words, but yes.
 2 Q. What words would you put it in?
 3 A. When we get things, I forgot what the exact title is
 4 called, where somebody would send us the message to dispatch
 5 and it has to happen right now. The closest van to the
 6 area, we'll assign that van.
 7 Q. And the driver's not allowed to turn that down, correct?
 8 The driver has to accept that trip.
 9 A. We prefer for them not to turn it down.
 10 Q. And if they turn it down, an event report might be
 11 written, right?
 12 A. It looks like in this case, an event report was written.
 13 Q. Okay. I agree with you. And a default letter might be
 14 issued, correct?
 15 A. Possibly. By the way it's called an auto dispatch.
 16 Q. It's called auto dispatch?
 17 A. I don't know what auto assigned is.
 18 Q. Okay. This document, you'll agree with me, the one
 19 we're looking at, says auto assign, right?
 20 A. It does.
 21 Q. The third sentence of the document we're looking at
 22 says, just to be clear for the record, the July 30th, 2009
 23 event report for van number 415, it says, "I think he should
 24 be fined for trying to take advantage of the system as well
 25 as declining auto assign work," right?

1 Q. And in this case, Mr. Kummerow issued an event report
 2 because the driver of van 448 refused a guest at the airport
 3 on his last run, correct?
 4 A. That's what it says, yes.
 5 Q. Okay. The very last sign says -- the very last sentence
 6 says, "Sandy is comp'ing the ride and will be billing 448
 7 for it." Who's Sandy?
 8 A. Sandy's our airport operations manager at the counter.
 9 Q. She's at the counter of the job that Jim's in now?
 10 A. She's not there all day long. It's a different shift.
 11 Q. Yeah. In one of the jobs, okay.
 12 A. Sure.
 13 Q. But that was the same one you told me Jim Kummerow --
 14 A. Jim Kummerow applied for that position and he is now
 15 there.
 16 Q. Okay. And what does it mean that she comp'd the ride?
 17 A. It means the company took care of the ride for the
 18 customer.
 19 Q. Comp'd it --
 20 A. We pick up the fare. We call it a comp.
 21 Q. Okay. And then the driver of 448 was billed for it,
 22 correct?
 23 A. I don't know anything about that.
 24 Q. Okay. That's what Jim's event report says on August
 25 9th, 2009, right?

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1 A. Sure. That's not Jim's decision to make.
 2 Q. Right. That's just what Jim put in the report, right?
 3 A. That's his -- that's his report.
 4 Q. Two pages later we've got an event report that Jim
 5 Kummerow did on October 18th, 2009.
 6 A. Uh-huh.
 7 Q. Do you see that one?
 8 A. I do.
 9 Q. And in the typewritten section, it says that this -- it
 10 says "was scheduled for DTD today and did not bid last
 11 night, nor did driver check in for the morning," correct?
 12 A. Yes, sir, it does.
 13 Q. And then in handwriting, someone wrote at the very
 14 bottom under action taken, "default," correct?
 15 A. Someone did write default.
 16 Q. Okay. Does that mean that this person had their
 17 contract defaulted or that they were just issued a letter?
 18 A. I can't answer that.
 19 Q. Do you know who took the action that was taken?
 20 A. I do not.
 21 Q. Is this not -- is this your handwriting?
 22 A. That is not.
 23 Q. Okay. Four pages later, there's an event report dated
 24 August 9th, 2009.
 25 A. Okay.

1 A. That's correct.
 2 Q. Two pages later, there's a default letter dated April
 3 9th, 2009.
 4 A. Uh-huh.
 5 Q. For the same van 448. Do you see that?
 6 MR. COMBS: Well, let's have the witness testify whether
 7 it was a default letter or not.
 8 MR. GOSCH: Well, he's agreed that these letters are
 9 default letters. Mr. Hearing Officer, I'm not sure --
 10 HEARING OFFICER SVELAND: Aren't they all default
 11 letters?
 12 MR. COMBS: No.
 13 HEARING OFFICER SVELAND: You can ask your question
 14 again, but in order to move things along, we've been
 15 referring to them all as such.
 16 Q. BY MR. GOSCH: You understand this April 9th, 2009
 17 document to be a default letter to van 448, correct?
 18 A. It appears to be.
 19 Q. And this time he was threatened with default for self-
 20 dispatching, correct?
 21 A. That's what's there, yes.
 22 Q. And what does it mean to "self-dispatch"?
 23 A. I don't know.
 24 Q. Okay. Is it appropriate that someone be given a default
 25 letter for self-dispatching?

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1 HEARING OFFICER SAVELAND: Want to re-ask a different
 2 question?
 3 Q. BY MR. GOSCH: This driver was issued a default letter
 4 because he started six and a half hours later than the
 5 schedule required him to work; is that right?
 6 A. That's the way it looks to me, yes.
 7 Q. Okay. So a door-to-door driver can't refuse to work on
 8 a day, or if he does he's subject to a default letter?
 9 A. A door-to-door driver can choose to not make his van
 10 available.
 11 Q. Okay. He needs permission from SuperShuttle to do that,
 12 correct?
 13 A. No, that's not correct.
 14 Q. Once he's on the schedule, is he allowed to not make his
 15 van available?
 16 A. Sure, he cannot make it available.
 17 Q. And he's not subject to a default letter if he does
 18 that?
 19 A. I will -- I'm going to answer yes, that's possible that
 20 could happen.
 21 Q. Which is possible that it could happen?
 22 A. It could go both ways.
 23 Q. He could be subject to the letter, or not --
 24 A. You know, maybe he didn't let us know what happened.
 25 Maybe it's speculative. But maybe his wife was sick, maybe

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1 he went home, maybe he was sick.
 2 Q. Okay. So if a driver is sick, then they wouldn't be
 3 issued a default letter?
 4 A. Sure. There's, you know, there's stuff that's in
 5 reason. We're not -- we're not out to default every single
 6 franchisee here.
 7 Q. Okay. Asking you a few pages ahead.
 8 MR. COMBS: What's the date.
 9 MR. GOSCH: Event report dated March 8th, 2009.
 10 Q. BY MR. GOSCH: And this is from MOD Sean Stiener,
 11 correct?
 12 A. Yes, it is.
 13 Q. And Mr. Stiener wrote this event because van 383 skipped
 14 his run and went directly to the Hyatt Regency, right?
 15 That's what it says here.
 16 A. Uh-huh.
 17 Q. And he said, "He said he was authorized to do so, and
 18 neither Mark or I authorized him." Who's Mark?
 19 A. Mark is a dispatcher.
 20 Q. Okay. If a franchisee wants to skip their run, do they
 21 have to get the permission of a dispatcher or the manager on
 22 duty?
 23 A. Yes, they do. That's the current practice.
 24 Q. Okay. And is that for door-to-door as well as downtown?
 25 A. Yes.

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1 Q. All right. Let's take a look at Petitioner's Exhibit 31
 2 which is a --
 3 HEARING OFFICER SAVELAND: Do you think that we're going
 4 to get to the interpreter today?
 5 MR. GOSCH: Yes. If they don't have any other
 6 witnesses --
 7 MR. SCULLY: That's not --
 8 MR. GOSCH: -- but I only have a couple more pages to go
 9 through with this one.
 10 HEARING OFFICER SAVELAND: Yeah.
 11 MR. GOSCH: And then you to go off the record, I think I
 12 got two more pages.
 13 HEARING OFFICER SAVELAND: Okay. Let's go off the
 14 record.
 15 (Off the record.)
 16 Q. BY MR. GOSCH: Mr. Legette, would you take a look at the
 17 stack of documents P-31, Petitioner's Exhibit 31?
 18 A. I have it.
 19 Q. Okay. This first page is an event report that you wrote
 20 along with Mr. Schmidt on November 4th, 2009, right?
 21 MR. GOSCH: I'm sorry, Dan, do you need it?
 22 MR. COMBS: Yeah.
 23 MR. GOSCH: Okay. Hold on a second.
 24 MR. COMBS: Okay. We got it, thank you. Looking at the
 25 first page?

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1 MR. GOSCH: First page of Petitioner's Exhibit 31.
 2 MR. COMBS: Thank you.
 3 Q. BY MR. GOSCH: This first page is an event report that
 4 you and Mr. Schmidt wrote together; is that right?
 5 A. That's correct.
 6 Q. If you want a minute to read this go ahead.
 7 A. I'm --
 8 Q. Okay. And the description of the event you and
 9 Mr. Schmidt wrote, that you -- well, could you read the
 10 first sentence?
 11 A. "Here the driver was -- was called in and counseled
 12 regarding continued pattern driving complaints."
 13 Q. Okay. "Continuing pattern," right?
 14 A. Yes.
 15 Q. Okay. And did you actually call him in and counsel him?
 16 MR. COMBS: Object to the characterization.
 17 MR. GOSCH: Well, the word here says "counsel."
 18 MR. COMBS: I still object to the --
 19 HEARING OFFICER SAVELAND: I'll allow it.
 20 Q. BY MR. GOSCH: Were you the one who called him in and
 21 counseled him?
 22 A. I did through dispatch, I'm sure.
 23 Q. Okay. And then the action --
 24 A. Again, we didn't counsel anyone. We spoke with this
 25 driver about default against his UF agreement.

1 covers all the vans, right? There's no one who's on a
 2 different schedule? This is every single van in the fleet,
 3 right?
 4 A. No, that's not correct.
 5 Q. That's not correct?
 6 A. That's not correct.
 7 Q. Okay. Are there vans who are available these two weeks
 8 who are not on the schedule?
 9 A. None of p.m. drivers are on this.
 10 Q. Well, look at the third page, that's all the p.m.
 11 drivers you told me earlier, right? The first two pages are
 12 a.m. and the third page is p.m., right?
 13 A. I'd have to count them, and I'll let you know in a
 14 second.
 15 Q. Okay.
 16 A. (Reviews document.) I would say, no, this is not all
 17 the drivers on here.
 18 Q. There's more vans that don't get on this weekly
 19 schedule; is that right?
 20 A. No. I'm saying to you that if you look on the second
 21 page, there's open runs, there's an open run. There's no
 22 one contracted. I don't know.
 23 HEARING OFFICER SVELAND: where's the open run listed?
 24 Is that the small o?
 25 THE WITNESS: It says open.

1 HEARING OFFICER SVELAND: Oh.
 2 THE WITNESS: Second page.
 3 Q. BY MR. GOSCH: which van are you talking about?
 4 A. There is no van there. It says open.
 5 MR. GOSCH: I'm sorry.
 6 HEARING OFFICER SVELAND: Okay.
 7 MR. GOSCH: May approach?
 8 HEARING OFFICER SVELAND: second page -- sure. Second
 9 page, fifth from the bottom.
 10 MR. GOSCH: Okay.
 11 Q. BY MR. GOSCH: so that fifth spot from the bottom, do
 12 you know what that means, open? No?
 13 A. No, I do not.
 14 Q. Okay. And what I was asking you was, is there anyone --
 15 any other vans at all in the fleet that are not on this
 16 schedule?
 17 A. Yes, there are.
 18 Q. There are?
 19 A. That are not on the schedule.
 20 Q. Yeah. In other words this -- these three pages are
 21 every van in the fleet, correct?
 22 A. That's not correct.
 23 Q. Okay. What else is there besides the vans listed on
 24 here?
 25 MR. COMBS: Mr. Hearing Officer, how's this related to

1 my redirect? I'm just trying to figure this out.
 2 HEARING OFFICER SVELAND: If he wants to expand a
 3 little bit, then I'm going to allow it.
 4 MR. COMBS: Okay.
 5 MR. GOSCH: It's related.
 6 MR. COMBS: A little bit?
 7 HEARING OFFICER SVELAND: A lot.
 8 MR. COMBS: All right.
 9 HEARING OFFICER SVELAND: If you remember the question,
 10 you can answer it.
 11 Q. BY MR. GOSCH: If there's any other vans --
 12 A. Yes, there are vans that are not on this list.
 13 Q. Okay. What are they assigned to, if they're not
 14 assigned to anything here?
 15 A. We have vans that make themselves available strictly for
 16 door-to-door. They would not be on the downtown list.
 17 Q. So they just know they're door-to-door every day?
 18 A. That's correct.
 19 Q. Okay. Is there anyone else who gets scheduled for a
 20 downtown run besides those who are on Petitioner's Exhibit
 21 33?
 22 A. Not that I'm aware of.
 23 Q. Okay. No one is assigned to point-to-point; is that
 24 correct?
 25 A. That's correct.

1 Q. And that's not true just for this schedule? That's true
 2 for every schedule? No one has ever assigned point-to-
 3 point, correct?
 4 A. To the best of my knowledge.
 5 MR. GOSCH: I have nothing further.
 6 HEARING OFFICER SVELAND: Mr. Combs?
 7 MR. COMBS: Very briefly, Mr. Hearing Officer.
 8 FURTHER REDIRECT EXAMINATION
 9 Q. BY MR. COMBS: Looking at page 12 again, so that would
 10 be a third time of R -- you have it in front of you, Exhibit
 11 R-11.
 12 A. Uh-huh.
 13 Q. And looking at the last sentence of the first paragraph
 14 under Section F. There are situations where fares are
 15 transferred between one franchisee to another; is that your
 16 testimony?
 17 A. Yes, it is.
 18 Q. Okay. And could you please describe such situations?
 19 A. A van accepts a trip then decides they don't want it,
 20 and it goes to the next -- goes to the next guy who does
 21 accept it. That fare is passed on.
 22 Q. Okay. To your knowledge, has this been documented, or
 23 could this be documented?
 24 A. It could be documented.
 25 Q. Okay. Thank you.

E X H I B I T S

EXHIBIT NUMBER	FOR IDENTIFICATION	IN EVIDENCE
RESPONDENT'S		
R-20	464	464
R-21	504	505
R-22	505	505
R-23	512	513
R-24	571	571
R-25 through 30	582	582

1 MR. SCULLY: Thank you.

2 HEARING OFFICER SAVELAND: Are you ready?

3 THE INTERPRETER: I am.

4 (Whereupon,

5 FEKADU EJIGDEGSEW

6 was called as a witness by and on behalf of the Petitioner

7 and, after having been first duly sworn, was examined and

8 testified through the Interpreter as follows:)

9 HEARING OFFICER SAVELAND: Please be seated. Can you

10 state your name for the record.

11 THE WITNESS: fekadu Ejigdegsew.

12 HEARING OFFICER SAVELAND: Can you spell your last name

13 for the record?

14 THE WITNESS: E-j-i-g-d-e-g-s-e-w.

15 MR. SCULLY: And may he spell his first name as well?

16 HEARING OFFICER SAVELAND: Can you spell your first

17 name?

18 THE WITNESS: F-e-k-a-d-u.

19 HEARING OFFICER SAVELAND: Thank you. Mr. Gosch.

20 DIRECT EXAMINATION

21 Q. BY MR. GOSCH: would it be okay if I call you Fekadu?

22 A. No problem.

23 Q. Okay. Fekadu, what do you do for a living?

24 A. I drive a van for SuperShuttle.

25 Q. And how long have you driven for SuperShuttle?

P R O C E E D I N G S

(Time Noted: 9:21 a.m.)

1 HEARING OFFICER SAVELAND: Can the interpreter please

2 stand and please raise your right hand?

3 (Whereupon,

4 TSEDALE BITEW

5 was duly sworn to translate from English to Amharic and

6 Amharic to English to the best of his knowledge and

7 ability.)

8 HEARING OFFICER SAVELAND: Can you please state your

9 name for the record?

10 THE INTERPRETER: Tsedale Bitew.

11 HEARING OFFICER SAVELAND: Thank you. You may be

12 seated.

13 MR. SCULLY: Mr. Hearing Officer, before we swear the

14 witness, can we admit Respondent's 20?

15 HEARING OFFICER SAVELAND: That would be the documents

16 that we discussed yesterday regarding Union Taxi?

17 MR. SCULLY: Yes.

18 HEARING OFFICER SAVELAND: Does the Petitioner have any

19 objection to receiving Respondent's 20?

20 MR. GOSCH: No.

21 HEARING OFFICER SAVELAND: Okay. I will receive the

22 whole exhibit. Respondent's 20 is received.

23 (Respondent's Exhibit 20 marked and received into evidence.)

1 A. Over four years I've driven.

2 Q. Do you work the a.m. shift or the p.m. shift?

3 A. Afternoon.

4 Q. And how long have you been on the afternoons?

5 A. Over two years.

6 Q. All right. Were you ever on the a.m. shift?

7 A. Yes. Two.

8 HEARING OFFICER SAVELAND: Two years?

9 THE WITNESS: Two and a half years.

10 HEARING OFFICER SAVELAND: Thank you.

11 MR. GOSCH: Mr. Hearing Officer, may I approach the

12 witness with the exhibits?

13 HEARING OFFICER SAVELAND: Sure.

14 Q. BY MR. GOSCH: Fekadu, will you turn to the Petitioner

15 Exhibits to Exhibit 33. Do you have it in front of you?

16 A. Yes.

17 Q. And, Fekadu, what is this exhibit?

18 A. This a schedule for SuperShuttle, actually, get off for

19 the employees.

20 Q. And is this the copy of the schedule that you received

21 from SuperShuttle?

22 A. Yes. I got it from them.

23 Q. And when and where did you get this schedule?

24 A. Every time we go actually pick up our checks they

25 provide us with the schedule. It will be in our files and

1 we will be able to obtain.
 2 Q. Where is your -- what number van do you drive?
 3 A. 426.
 4 Q. And where is your scheduled listed?
 5 A. On the third page sixth row before the end.
 6 Q. Okay. I see that there's some circles. Did you make
 7 those circles?
 8 A. Yes. I did those.
 9 Q. And do the lines that those circles on correspond with
 10 your schedule for last week and this week?
 11 A. Definitely.
 12 Q. Fekadu, who makes the schedule?
 13 A. SuperShuttle.
 14 Q. Who determines which days off you are assigned?
 15 MR. SCULLY: Objection.
 16 HEARING OFFICER SVELAND: What's your objection?
 17 MR. SCULLY: My objection is that he is using a term and
 18 leading the witness, and I think in terms of assign being a
 19 term of art, and I think we should endeavor to have this
 20 witness describe how the process works as opposed to being
 21 led by Mr. Gosch that he is assigned to a particular shift.
 22 Also there are circles on not only 426 but also the number
 23 above that so I wasn't clear.
 24 MR. GOSCH: The number above that is 426 for the second
 25 week.

1 MR. SCULLY: Okay. But --
 2 HEARING OFFICER SVELAND: To the -- if Mr. Gosch
 3 wants -- Mr. Gosch perhaps should briefly question the
 4 witness about how the process works. But getting into
 5 objections over legal terms that you guys are both going to
 6 dispute, and that's fine. I don't want to get weighted down
 7 with the witness, especially speaking through the
 8 interpreter with a term like assign because, you know, it
 9 just -- it seems to fit unless you have a better word but --
 10 MR. SCULLY: Well, it seems to me that's the point of
 11 the request to utilize an interpreter is to ask leading
 12 questions and basically have this individual reply yes or
 13 no, and I don't think that that's an appropriate way to
 14 proceed. I understand that, you know, you may, you can
 15 assign whatever weight you want to based on Mr. Gosch's
 16 question, but it seems to me you should not assign the legal
 17 significance to the word assign if he intends to offer it
 18 for based on that question. And so that's our point of
 19 raising an objection at this point.
 20 MR. GOSCH: Yeah. We may not finish today.
 21 HEARING OFFICER SVELAND: I just, I don't see how to
 22 get around if you'd used the word assign or who tells you to
 23 do something. I don't know. What's the --
 24 MR. SCULLY: well, why is it necessary to lead the
 25 witness at all?

1 HEARING OFFICER SVELAND: Well, after, okay, after he
 2 lays his brief foundation, then we're going to have to find
 3 a word that we can use. I mean last week we're objecting
 4 over the use of the word company. And then your co-counsel
 5 started using the word company. Like, do we really want to
 6 burden this with the word "assigned"? If you don't want
 7 Mr. Gosch to use the word assign, maybe he can try his
 8 hardest not to, but then the next word that he uses --
 9 MR. SCULLY: Well, the horse is out of the barn. I
 10 don't want the reader of the record to attach legal
 11 significance to his use of the word assign. That's the
 12 purpose of raising the objection.
 13 HEARING OFFICER SVELAND: Okay. I don't think that
 14 that's going to happen. You can certainly argue in your
 15 brief that perhaps it's inappropriate that he uses the word
 16 "assigned" as a legal term of art. But I'm not taking it as
 17 a legal term of art. I think, you know, I'm going to allow
 18 it just in the regular use of the English language. But,
 19 Mr. Gosch, if you want to lay a bit of foundation and find
 20 out how he is scheduled before using the word "assigned" but
 21 please continue. And, you know, we're just going to try to
 22 do this in a brief fashion so that we don't get weighted
 23 down with linguistics. Go ahead.
 24 Q. BY MR. GOSCH: Fekadu, let me address your attention to
 25 the third page of this document, Petitioner's 33 again. On

1 Monday, January 4th what was, what, where were you supposed
 2 to drive, and how did you know that on this schedule?
 3 A. G-6 means Golden run, so based on this I was able to
 4 know.
 5 Q. Okay. And which day are you looking at?
 6 A. January 5th.
 7 Q. Okay. And the day before that, January 4th, it says
 8 DTD, correct?
 9 A. Door to, that means door to door.
 10 Q. Okay. On Tuesday, January 5th you said it was G-6.
 11 What does that mean?
 12 A. Golden run meaning I take customers from Golden to the
 13 airport and vice versa, from the airport to Golden.
 14 Q. Okay. And on Saturday, January 9th and Sunday, January
 15 10th, what were you to do?
 16 A. Those are my days off.
 17 Q. Did you choose those days off?
 18 A. No. I have no choice actually.
 19 Q. Who does have the choice on that day off?
 20 A. I just work whatever SuperShuttle will provide me with
 21 whatever schedule.
 22 Q. Okay. On Tuesday, January 5th you said you were
 23 responsible for the Golden run, G-6; is that right?
 24 A. That's true.
 25 (Petitioner's Exhibit 35 marked for identification.)

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1 Q. BY MR. ^{GOSCH}SCULLY: Fekadu, I've handed you a document,
 2 Petitioner's Exhibit 35. Do you recognize this exhibit?
 3 A. Yes, I do.
 4 Q. And where did you get this document?
 5 A. SuperShuttle provided me with this.
 6 Q. And what is this document?
 7 A. This is a list of all the drivers from Golden to airport
 8 for that particular day.
 9 Q. I'm going to draw your attention to the row that says
 10 G-6.
 11 A. Yes. I'm looking at them.
 12 Q. Is this the run that you were scheduled to do on
 13 Tuesday, January 5th?
 14 A. That's true.
 15 Q. Now, typically what time does a p.m. shift start?
 16 A. From G-40, G-6 is the p.m. schedule.
 17 Q. Okay. And when you're assigned to G-6, what time do you
 18 start?
 19 A. 2:30 until nighttime, 7:15 is the schedule.
 20 Q. All right. And why don't we walk through it? At 2:30
 21 where are you supposed to be when you are assigned to the
 22 G-6 run?
 23 A. Beside hotels Golden area, Lakewood area. If there are
 24 customers, I will go pick them up from that area.
 25 Q. And describe for the record what is Golden for someone

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1 who is not from this area?
 2 A. Different areas. For instance, Denver suburb, down
 3 south. There are different areas where we are supposed to
 4 go pick up customers from those areas to the airport.
 5 Q. At 2:30 p.m., how do you know where you're supposed to
 6 pick someone up?
 7 A. The dispatcher will contact me and tell me at 2:30 you
 8 should go to this particular place and pick up customers.
 9 Q. Okay. And then the next column on P-35 says 2:50. What
 10 are you supposed to do at 2:50?
 11 A. If I pick customers at 2:30, I don't have to this one,
 12 but if I do not pick up at 2:30, I have to go to the next
 13 location which is at 2:50.
 14 Q. Okay. And do you know ahead of time what the next
 15 location is at 2:50 or no?
 16 A. They will tell you prior to that time.
 17 Q. Okay. And how do they tell you?
 18 A. We have text. We have radio. They will talk to you or
 19 they will text you.
 20 Q. Okay. And they do both of those things talking to you
 21 and texting you through your Nextel radio?
 22 A. Yes.
 23 Q. And then where do you pick up folks at three o'clock?
 24 A. Marriott Denver West I get customers from there and take
 25 them to the airport.

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1 Q. Okay. And according to the schedule, then, where do you
 2 go after that?
 3 A. Directly to the airport.
 4 Q. Okay. On the next column it says you arrive at DIA by
 5 4:00 p.m. What do you do once you're there?
 6 A. After unload the customers, if there were customers
 7 there at the airport, I take them back to Golden.
 8 Q. Okay. What if there are no customers at the airport?
 9 A. My next trip will go to G-5, so I will try to go to that
 10 area.
 11 Q. I'm sorry. Could you repeat that?
 12 A. If there were no customers at that point, I have to go
 13 back to Golden.
 14 Q. Okay. With an empty van?
 15 A. Yes.
 16 Q. And then you start the Golden run again at 5:30 p.m.; is
 17 that right?
 18 A. Exactly.
 19 Q. And then you do your second run and it looks like you
 20 arrive at DIA at 7 o'clock, right?
 21 A. Exactly.
 22 Q. And what do you do after 7 o'clock?
 23 A. After fifteen minutes of wait, I take the customers from
 24 the airport back to.
 25 Q. And are there occasions when there are no customers who

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1 are going back to the Golden area?
 2 A. If there were no customers, there is an area called the
 3 holding area. I will wait there until there is some
 4 customers and then -- take them back to Golden or whatever
 5 I'll do that.
 6 MR. GOSCH: Mr. Hearing Officer, I'll move for the
 7 admission of Exhibit P-35.
 8 MR. SCULLY: No objection.
 9 HEARING OFFICER SVELAND: P-35 is admitted.
 10 (Petitioner's Exhibit 35 received into evidence.)
 11 Q. BY MR. GOSCH: Fekadu, in your experience, is the Golden
 12 run a lucrative run, something where you make a lot of
 13 money?
 14 A. If it was my choice actually, if this Golden run wasn't
 15 there at all, it would be my choice.
 16 Q. Are you allowed, once it's on the schedule, are you
 17 allowed to turn down the Golden run?
 18 A. I'll be probably -- no, that would not happen.
 19 Q. Okay. If you refused to do the Golden run, what would
 20 happen?
 21 A. I'll probably be fined.
 22 Q. Why is it that you wouldn't choose to do the Golden run
 23 if you didn't have to?
 24 A. I mean if there's no really work, why would I just burn
 25 gas and go there?

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1 A. Whatever. Yes.
 2 Q. If there are no customers to take back to town, what do
 3 you do then?
 4 A. Very likely there is customers actually.
 5 Q. Okay.
 6 A. Or there are customers.
 7 Q. Do you pick them up directly or do you have to go --
 8 sorry.
 9 MR. GOSCH: Can you repeat the last thing?
 10 THE INTERPRETER: Very likely that there are customers.
 11 Q. BY MR. GOSCH: Do you need to go to the holding lot
 12 before you can take customers back?
 13 A. First I want to be clear on this. If you could repeat
 14 the question.
 15 Q. Okay. After you drop off the last customer at DIA, what
 16 do you do, and then specifically what do you do with your
 17 Nextel?
 18 A. I'll check the text. If there are customers in town,
 19 I'll come back. If there isn't, I'll go to the holding area
 20 and wait for other customers, have to get -- bring back
 21 to --
 22 Q. All right. So when you say you'll check the text,
 23 you'll check your Nextel if there's another available trip?
 24 A. Yes.
 25 Q. And if there are no available trips that you want, is

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1 that when you go to the holding area?
 2 A. Not necessarily what I wanted. If there is customers,
 3 three, four customers that I could pick up, I'll go back and
 4 get them.
 5 Q. Go back to town?
 6 A. Yes.
 7 Q. And otherwise you go to the holding area?
 8 A. Exactly.
 9 Q. What happens once you go to the holding area? How do
 10 you know when it's your turn to take more customers?
 11 A. Once you get in the middle, you can notify them that you
 12 are online.
 13 Q. Once you get where?
 14 A. Once you get to the holding area, you can notify them
 15 that you are online, waiting for customers.
 16 Q. Okay. And then when do you know it's your turn to pick
 17 up customers from DIA?
 18 A. The dispatcher will call me and inform me where to go,
 19 south, or west terminal or back to town, all be from through
 20 the radio.
 21 Q. And that means a dispatcher talks to you by voice
 22 instead of pure text?
 23 A. Yes.
 24 Q. Fekadu, have you ever been auto-assigned a trip?
 25 THE INTERPRETER: If you can clarify for the

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1 Interpreter?
 2 MR. GOSCH: The phrase is auto-assigned.
 3 Q. BY MR. GOSCH: And my question is, have you ever been
 4 auto-assigned a trip?
 5 MR. SCULLY: Objection, leading again.
 6 THE INTERPRETER: If you can clarify for the Interpreter
 7 what the auto-assign is?
 8 HEARING OFFICER SVELAND: Yes. Let's just --
 9 MR. GOSCH: Yes. There's been testimony earlier in the
 10 hearing about an automatic assignment, which is called
 11 auto-assigned.
 12 HEARING OFFICER SVELAND: What's the objection?
 13 MR. SCULLY: Leading.
 14 HEARING OFFICER SVELAND: Overruled.
 15 MR. GOSCH: Fekadu --
 16 THE INTERPRETER: Yes. That have done -- that has been
 17 done, sir.
 18 Q. BY MR. GOSCH: Okay. What -- under what circumstances
 19 have you been auto-assigned a trip?
 20 A. Once you make the radio available actually to get the
 21 work. If the customer, there's one customer for instance,
 22 will pay for if they have to get their soon, then someone
 23 has to be assigned immediately to go pick up that
 24 particular -- or that person.
 25 Q. Okay. Are you allowed to reject an auto-assignment?

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1 A. No, you cannot.
 2 Q. At what point does a trip become an auto-assignment
 3 instead of one that's open for bid?
 4 A. If there's like 45 minutes or 30 minutes left, sometimes
 5 even 5 minutes, 10 minutes late were to take.
 6 Q. Fekadu, if you could determine your own route to make
 7 the most money on the p.m. shift, what route would you do?
 8 A. Downtown.
 9 Q. And why would you do that?
 10 A. Most of the times you go downtown hotels, or if there is
 11 a convention, you end up picking up ten customers or so.
 12 Q. What's the proximity of downtown to the airport,
 13 compared to other trips?
 14 A. In comparison to other locations, this will be the
 15 closest actually, location about 20, 21 miles. Plus you can
 16 go back and forth very --
 17 Q. When you're in the holding lot and a dispatcher tells
 18 you -- when you're in the holding lot, does the dispatcher
 19 tell you where you're going to be taking your next
 20 passengers?
 21 A. Yes. He's the one that assigned you for that.
 22 Q. Can you, if you don't want to go where he's assigned you
 23 to go, can you turn it down?
 24 A. No, you can't. No.
 25 Q. Okay. Have you ever had discussions with dispatchers

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1 about not wanting to take a certain trip?
 2 A. Most of the time there's some kind of disagreement;
 3 however, we have to take the assignment.
 4 Q. Fekadu, how do you determine how much money individual
 5 passengers pay when you pick them up?
 6 A. Well, there is nothing that I contribute to that to
 7 know. The shuttle, actually there's a form, they know
 8 exactly how much they're supposed to know, so pretty much do
 9 not know exactly.
 10 Q. Okay. Can you charge lower prices in order to get more
 11 people onto your van?
 12 A. You cannot add or reduce -- decrease the amount.
 13 Q. Does SuperShuttle ever offer discounts to passengers
 14 that you take in your van?
 15 A. In different ways they do.
 16 Q. What kind of discounts?
 17 A. What's funny, people that have King Soopers cards, they
 18 do get discount. Triple A, people with Triple A card get
 19 discount. Seniors get discount.
 20 Q. You mean senior citizens?
 21 A. Senior citizens. Yes.
 22 Q. What else, what other discounts?
 23 A. There's a group discount.
 24 Q. How does a group discount work?
 25 A. I don't know exactly where it is, but one person, if

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1 they come in a group, they'll get a discount. For
 2 instances, the first person pays \$19, and other threes come,
 3 they probably end up nine, not exactly amount, but there is
 4 a discount when it's a group kind of situation.
 5 Even sometimes if one person will come, and they said
 6 there is a group discount. And there's commission as well.
 7 There are different ways actually for discounts. What I
 8 recently remember, actually they need, or they lift the
 9 discount for King Soopers.
 10 Q. They ended that?
 11 A. They -- they ended that.
 12 Q. Do you have the choice to accept or reject these
 13 discounted rates?
 14 A. No, I have no choice.
 15 Q. And, Fekadu, if you want to take days off that are not
 16 assigned on your schedule, how do you go about doing that?
 17 A. I have to, from the SuperShuttle management, that on
 18 those particular dates I'd like a day off. So I have to
 19 fill out a form.
 20 Q. When you have done that, have the day -- your days off
 21 requests always been granted?
 22 A. There were sometimes when I wasn't granted, actually, my
 23 request. For instance, 2007 I've asked some day off during
 24 the New Years, and they said, "Well, we cannot give you that
 25 because a lot of employees have requested for day off;

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1 therefore, we do not have so many drivers and we cannot
 2 grant you that."
 3 Q. Who did you talk to request the time off at that point?
 4 A. During that time, if I recall correctly, Bob Charling
 5 (ph.).
 6 Q. And do you know what his position was with the company?
 7 A. Franchise manager, or driver manager.
 8 Q. Fekadu, have you ever used a substitute driver?
 9 A. Yes.
 10 Q. Under what circumstances did you use a substitute
 11 driver?
 12 A. In 2008, toward the end of November I had some situation
 13 to care of, so I requested the SuperShuttle to stop my
 14 payment because I wasn't going to be able to drive during
 15 that time. So whether they stop -- to stop the insurance
 16 and my payments because I won't be driving my vehicle very
 17 much.
 18 Q. Okay. First of all, when was this?
 19 A. November 10th, until January 10th, for about two months.
 20 2008, November 20th, 2008, until January 10th.
 21 Q. Of 2009?
 22 A. Yes.
 23 Q. And where were you going?
 24 A. I had to go to Ethiopia.
 25 Q. And you said you talked to the company about insurance,

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1 but I didn't understand that. Who did you talk to?
 2 A. During that time the manager was by the name David. And
 3 he said, "Well, this is out of our policies and we cannot do
 4 that."
 5 Q. And what was the request that you asked of him?
 6 A. I requested a couple of things because I wasn't going to
 7 drive the van during that time, to stop the insurance for
 8 the vehicle because I was going to park it anyways.
 9 Q. And how much did you pay in insurance?
 10 A. 135 per week.
 11 Q. For what period?
 12 A. A week.
 13 Q. And what other payments did you ask about?
 14 A. And in my lease, 164 -- \$162, just off that as well.
 15 Q. Is it also \$162 per week?
 16 A. Yes, per week.
 17 Q. And when you asked Dave to do that, what did he say?
 18 A. I was told you have two options: first, you could get a
 19 substitute driver to drive. Your other option is to totally
 20 terminate the lease, or the lease with them, and go ahead.
 21 Q. Fekadu, at that time did you have any personal vehicles?
 22 A. Yes, I did have a car in my name.
 23 Q. Did you reach out to your insurance company regarding
 24 your personal vehicles?
 25 A. Yes. I've asked and actually I was successful in that.

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1 back downtown when you're in a holding area at the airport.
 2 Do you remember your testimony about having the option to go
 3 back to the downtown hotels when you're in the holding area
 4 at the airport?
 5 A. No, no. I want this thing to be clear, or maybe you did
 6 not -- maybe there's a miscommunication.
 7 Q. Okay.
 8 A. First, if there's work to go to the airport, I have to
 9 bid before I leave.
 10 Q. I'm sorry.
 11 A. Secondly, while I'm at the holding area without
 12 notifying, I cannot just say there is work and then just
 13 leave.
 14 Q. You let the dispatcher know?
 15 A. Because they the one that knows the jobs, where the jobs
 16 are. Therefore, without notifying them I cannot -- unless
 17 I'm leaving going home, I cannot just get up and leave.
 18 Q. When you left in 2008 and went to Africa, do you
 19 remember that testimony?
 20 A. Yeah. I do recall that.
 21 Q. If you had made the choice to use a -- you could have
 22 made the choice to use an associate or relief driver? Is it
 23 true you could have made the choice to use an associate or
 24 relief driver?
 25 A. No. I don't think I had an option. Actually, my choice

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1 was to leave my car without paying insurance or the
 2 interest -- the partial interest that I pay for the employer
 3 and go without anybody actually driving my car. That was
 4 my -- that's what I really wanted.
 5 Q. But -- so you're saying that you could not have used an
 6 associate or relief driver during that time?
 7 A. Because actually for about two months of the year
 8 insurance coverage that I have to pay about 2,700 or \$3,000.
 9 Because of that, I had to pay that when I come back.
 10 Therefore, I had replaced someone because -- in order to be
 11 able to pay for that.
 12 Q. Did you hear Mr. Legette's testimony?
 13 A. Regarding?
 14 Q. Regarding that sometimes people go to Ethiopia and they
 15 use their driver -- their van be driven by associate or
 16 relief drivers?
 17 A. That I know, but because I couldn't, I substituted
 18 someone.
 19 Q. That's fine. But you are aware that that happened?
 20 A. During that time before I left, actually they had lifted
 21 that policy, that you could postpone or freeze your
 22 insurance and the payment, but when I requested that, I was
 23 denied.
 24 Q. Well, I'm not asking about that. I'm asking about
 25 whether or not you are aware that others have used relief

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1 and associate drivers and then go away?
 2 A. That I know.
 3 Q. And that those who have gone away remain responsible for
 4 their van and for their contract; is that true?
 5 A. Yeah. That's them --
 6 Q. Have you heard of the Department of Transportation, or
 7 DOT?
 8 A. Yeah. I've heard of that.
 9 Q. Have you heard of the DOT rules?
 10 A. Somewhat, a little bit I know.
 11 Q. Are you aware that certain DOT rules govern how you
 12 drive a shuttle?
 13 A. Yes.
 14 Q. Some of those have to do with your fitness for driving?
 15 A. Yes, sir.
 16 Q. Have you heard of the PUC?
 17 A. Yes, I have.
 18 Q. And that there are PUC rules and regulations that
 19 drivers must follow? Are you aware of that?
 20 A. Yes. To an extent, yes. Things that I need to follow
 21 and do personally, yes, I know.
 22 Q. Can you turn with me, if you have Respondent's exhibits,
 23 18 I believe it is? It's towards the back. Yes, sir.
 24 A. Yes.
 25 Q. Yes, sir. Would you take a look at the second page of

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1 that document? Do you see that there are references there
 2 from Golden to DIA? In the middle of the page. Is that the
 3 same Golden you were referring to earlier?
 4 A. When I was talking about Golden, yes. But this is -- I
 5 don't know exactly what that is.
 6 Q. And I'm not asking you to be an expert. I just want it
 7 to be clear that this is the same Golden.
 8 A. I've never used this actually here as indicated, the
 9 starting location, so on and so forth. I never used that.
 10 Q. I understand. Thank you.
 11 You haven't worked on the Golden run very long, have
 12 you?
 13 A. That service maybe started about three months ago.
 14 Q. The service itself only started about three months ago?
 15 A. Based on the schedules.
 16 Q. In fact, it -- there were not Golden runs prior to that?
 17 A. As far as I know there was nothing indicated, so --
 18 Q. And has it -- how long have you been on the Golden run?
 19 A. Since the start. Approximately three months.
 20 Q. And always for two days out of five, or how did that
 21 work, or one?
 22 A. Based on what we just prior, we were looking at
 23 actually, sometimes will be once a week, sometimes twice a
 24 week.
 25 Q. And the rest of the time you're door-to-door?

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1 and pick up one person, that's a burden.
 2 Q. Is Lakewood a much further trip than Stapleton, for
 3 example?
 4 A. Definitely.
 5 Q. Are -- is there a schedule for pickups at the Stapleton
 6 hotels?
 7 A. There isn't.
 8 Q. They're just part of the door-to-door?
 9 A. Exactly.
 10 Q. Fekadu, have you ever taken a charter?
 11 THE INTERPRETER: If you could explain that to the
 12 Interpreter, please.
 13 MR. GOSCH: The word that has been used prior to this
 14 hearing is charter, c-h-a-r-t-e-r. So my question for him
 15 is, has he taken a charter.
 16 THE WITNESS: Yes, I have taken it.
 17 Q. BY MR. GOSCH: Have you done this on days off or only --
 18 or during your schedule?
 19 A. It rarely happens, but from the airport while I'm
 20 working actually, from the airport, if I need to take them
 21 to town, I do so. And sometimes if it's, it happens very
 22 rarely, but from town to the airport, then I'll do so.
 23 Q. Okay. Do you get to keep all of the money you do, when
 24 you do a charter?
 25 A. There's nothing free inside the shuttle.

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1 Q. So you still have to pay --
 2 MR. SCULLY: We'll stipulate to that as well.
 3 Q. BY MR. GOSCH: You still have to pay the 62 percent?
 4 Excuse me, you still have to pay the 38 percent?
 5 A. Yes.
 6 Q. Take a look at Respondent's Exhibit 18. This was the
 7 document that Mr. Scully showed you about the Golden
 8 schedule, correct?
 9 A. Okay.
 10 Q. Would you turn back to the first page of that document.
 11 At the bottom it says issued by Robert C. Tschupp,
 12 T-s-c-h-u-p-p.
 13 A. Yes. I can see that.
 14 Q. Is that the same Bob that you testified about earlier?
 15 A. Yeah, that's him.
 16 Q. Take a look at Petitioner's Exhibit 36.
 17 MR. SCULLY: We'll stipulate it's the same individual if
 18 that would move things along.
 19 HEARING OFFICER SVELAND: Did you want to do that, or
 20 is that relevant?
 21 THE WITNESS: Yeah, that's him.
 22 Q. BY MR. GOSCH: And that's -- Robert Tschupp is the same
 23 person who wrote this memo in Petitioner's Exhibit 36,
 24 correct?
 25 A. Yes, true.

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1 HEARING OFFICER SVELAND: So stipulated.
 2 Q. BY MR. GOSCH: As well in Petitioner's Exhibits 37, 38,
 3 39, and 40?
 4 A. That's true.
 5 Q. Fekadu, does SuperShuttle ever change the hours during
 6 slow periods of time? Excuse me, does SuperShuttle ever
 7 change the schedules during slow periods of time?
 8 A. Especially downtown run, yes. Very often it does
 9 change.
 10 Q. Are you familiar with a driver named Mati, M-a-t-i?
 11 A. Yes.
 12 Q. Do you remember which van he drove?
 13 A. 430.
 14 Q. Do you know how to spell Mati's name?
 15 A. It's shortened to Mati. It's Matosula (ph.) really the
 16 full name.
 17 Q. Okay.
 18 HEARING OFFICER SVELAND: Matosula?
 19 THE WITNESS: Yes.
 20 Q. BY MR. GOSCH: And the abbreviated name was M-a-t-i?
 21 A. Yeah.
 22 HEARING OFFICER SVELAND: Was there a last name? Is
 23 that the last name?
 24 THE WITNESS: I don't know his last name, but Mati --
 25 Matosula is his name.

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1 Q. BY MR. GOSCH: And do you know which van he drove?
 2 A. 430.
 3 Q. Is he still driving for SuperShuttle?
 4 A. Yes, he is.
 5 Q. Do you know if Mati used to drive a different van before
 6 he drove 430?
 7 A. Yes, I do.
 8 Q. And what van did he used to drive?
 9 A. I don't recall. If I was right, maybe 431. I'm not
 10 quite sure.
 11 Q. Do you know the circumstances under which he switched
 12 from one van number to van number 430?
 13 A. First, he went back home to get married. Because he was
 14 leaving there for some time, so he wanted the insurance and
 15 the other payment to stop. But SuperShuttle actually did
 16 not allow him to do so, so I guess he had to -- the
 17 agreement they had, there has to be expires or terminated.
 18 Q. His franchise is terminated?
 19 A. Yeah, it got terminated.
 20 Q. And so -- and Mati did not have a substitute driver or
 21 an associate driver?
 22 A. He didn't have.
 23 MR. GOSCH: I have nothing further.
 24 HEARING OFFICER SVELAND: Do you have anything further?
 25 MR. SCULLY: Just a couple.

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1 A. No, I was off.
 2 Q. Okay. And then on Wednesday, January 6th, it says 1000.
 3 What does 1000 mean?
 4 A. 1000 means a run downtown.
 5 Q. Okay. Would you take a look at the next exhibit in that
 6 document book, Number 34, Petitioner's Exhibit 34? On that
 7 exhibit, do you see where the 1000 run is listed?
 8 A. What date am I looking at?
 9 Q. I'm sorry. Exhibit P-34, which is two sides, downtown
 10 run 1, and downtown run 2.
 11 MR. GOSCH: I'm sorry, the witness has the wrong
 12 exhibit.
 13 Q. BY MR. GOSCH: Now, are you looking at the second side
 14 of P-34?
 15 A. Yes.
 16 Q. Where's the 1000 run listed?
 17 A. Ninth column is where you're going to find 1000.
 18 Q. Just to be clear, on the second side, the backside of
 19 P-34, the ninth row down under "run," that shows you what
 20 the schedule is for 1000; is that right?
 21 A. Yes.
 22 Q. And could you briefly describe for the record where you
 23 would have to make pickups on your first run to the airport
 24 and at what times?
 25 A. It starts at 6:15, 6:55.

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1 Q. Okay. And where at 6:55?
 2 A. Curtis Hotel.
 3 Q. Curtis Hotel, okay. And then 7:00 a.m.?
 4 A. Magnolia Hotel.
 5 Q. And then so on down that road tells you each of the
 6 hotels you need to stop at. Is that how it works?
 7 A. Yes. Brown Palace, 7:05. Grand Plaza, 7:10. Sheridan,
 8 7:15. Then airport, I have to arrive there at 8 o'clock.
 9 Q. Okay. Once you arrive at the airport and drop off your
 10 passengers, what do you do then?
 11 A. Once I unload the customers from 8 o'clock until like
 12 8:50, whatever customers are there, I'm supposed to take.
 13 Q. Okay. How do you find out if you're allowed to take any
 14 customers between 8 o'clock and 8:15?
 15 A. They bring tickets along.
 16 Q. Okay. And where do you go from 8:00 to 8:15 to wait for
 17 passengers?
 18 A. The airport on the west side.
 19 Q. And after those 15 minutes, if there's no passengers to
 20 pick up, what do you do?
 21 A. Then I'll come back downtown. Then on I-25, I'll go to
 22 Curtis Hotel.
 23 Q. Okay. And that's because the next time the 1000
 24 schedule is listed, it's got 9:25 a.m. for the Curtis Hotel?
 25 A. Exactly, I have to go there, then.

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1 Q. All right. How many times do you make this loop during
 2 the day?
 3 A. Five roundtrips.
 4 Q. Okay. And if I look at the bottom of the page, run
 5 number 1000 arrives at DIA at 6:00 p.m. for the last time;
 6 is that right?
 7 A. I get there at 6 o'clock, and until 6:15 whatever
 8 customers arrive there, I'll take them back.
 9 Q. If no customers arrive, are you allowed go to the
 10 holding lot at that point?
 11 A. No, I have to go home.
 12 Q. I want you to go back to the previous document,
 13 Petitioner's Exhibit 33. Wondem, did you request the
 14 schedule that appears on the first page of P-33?
 15 A. No. They the one that told me about it.
 16 Q. Okay. And who's "they"?
 17 A. SuperShuttle.
 18 Q. Are you allowed to change routes once they're put on the
 19 schedule?
 20 A. No, I can't.
 21 Q. Wondem, has the company ever changed your route after
 22 it's been assigned to you?
 23 A. It never happened up on my request. However, once I was
 24 downtown and the dispatcher called me and indicated that I
 25 need to go door-to-door. And a colleague of mine is

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1 supposed to take my place, but never based on my own
 2 request. But that had -- taken place once.
 3 Q. So you were taken off the downtown route and put on a
 4 door-to-door route?
 5 A. Yes.
 6 Q. Who told you to do that?
 7 A. MOD, his name I cannot recall. Allen actually.
 8 Q. What did Allen say to you?
 9 A. Allen called me and said your partner is in downtown,
 10 that you need to go to door-to-door now.
 11 Q. What does it mean to have a partner?
 12 A. Partner meaning, downtown, they divided downtown upper
 13 and down, and each one of us have five hotels that we are
 14 located at. And once the partner could do the pickups from
 15 downtown and back, forth and so, so that's what partners is.
 16 Q. So to give us an example, when you're on run number
 17 1000, who is your partner? Which run does that person have?
 18 You can look at Exhibit P-34 if that helps.
 19 A. Well, it could be 500.
 20 Q. Okay. And you said one of you is an upper downtown, and
 21 one of you is a lower downtown?
 22 A. Yeah. We start at the same time. One is upper; one is
 23 down. We start at the same time; we finish at the same
 24 time.
 25 MR. SCULLY: Excuse, Mr. Hearing Officer, is this a

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1 reference to P-34 or P-33? I mean, where, I don't --
 2 MR. GOSCH: we're referring to P-34. He's saying that
 3 run number 500, which is on the first side of the sheet, and
 4 run number 1000 on the second side of the sheet are
 5 partners.
 6 Q. BY MR. GOSCH: Is that how you -- is that correct,
 7 Wondem?
 8 A. As far as I know, based on the timing, it's -- actually
 9 when it's -- if you running the 1000 route, you just
 10 subtract 500, or it'll be 500. That's one way to figure it
 11 out.
 12 Q. Okay. And looking at Exhibit P-34, when you're on route
 13 1000, you're picking up at the Curtis Hotel at 6:55, right?
 14 A. Yes. From Curtis Hotel I start at 6:55.
 15 Q. And your partner, run number 500, on the other side of
 16 Exhibit P-35 -- or P-34 -- is picking up at the same time at
 17 the Westin Hotel?
 18 A. Yes, we start at the same time.
 19 Q. Okay. And do you do all your pickups and drop-offs at
 20 the same time?
 21 A. Our pickups are the same time. The 50 minute that is
 22 allowed to us to pick up customers from the airport,
 23 that's -- we pick up at the same time. However, based on
 24 the customers, how many customers we have and where we're
 25 dropping them off, that will vary as far as time-wise.

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1 Q. So the 1000 route and the 500 route have a 15 minute
 2 timeframe from 8:00 to 8:15 to pick up people and bring them
 3 back downtown?
 4 A. 15 minutes for both of us, yes.
 5 Q. Okay. Now, the incident you were describing with the
 6 MOD, Allen, what did he tell you to do?
 7 A. It was a pickup through the radio. Actually he informed
 8 me through the radio. He indicated we need people
 9 door-to-door, so you need to take off from downtown and
 10 go do the door-to-door.
 11 Q. Did you resist what he was telling you?
 12 A. I did not say no because there will be a fine if I did
 13 so.
 14 Q. Would you prefer -- would you have preferred to continue
 15 working downtown or go door-to-door?
 16 A. Based on my time and my schedule, I would have liked to
 17 work downtown; however, because he indicated we needed
 18 people door-to-door, so I have to go there.
 19 Q. Okay. Did you tell him that you did not want to switch?
 20 A. I did tell him; however, he said, "Well, I need someone
 21 door-to-door, so you have to go there." Plus I knew exactly
 22 what would happen if I totally refused, so I went ahead and
 23 took the door-to-door.
 24 Q. And what would happen?
 25 A. I would possibly receive a default letter. I would have

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1 gotten a fine. There are different things they could do.
 2 I've walked in, actually, try to talk about this with
 3 supervisors, and I did not get any answer about it.
 4 Q. Which supervisors have you tried to talk to?
 5 A. David Smith [sic] I've spoken with.
 6 Q. Okay. And what did you say to Mr. Schmidt?
 7 A. I was told to go talk to David actually, regarding this,
 8 and I don't recall exactly the date. But I did go ahead and
 9 talk to him, and he indicated, well, at this time, such
 10 time, and then you had refused to go out, and it was just
 11 talk actually, so we talked and I stepped out.
 12 Q. Let me ask you this, Wondem, has the company ever
 13 changed the schedules on the frequency of pickups?
 14 A. Since I've been there, what I've noticed lately,
 15 especially around December, there's a new schedule called
 16 "holiday schedule" that I've noticed.
 17 Q. Wondem, do you recognize this document?
 18 A. Yes.
 19 Q. And what is this?
 20 A. Like I've indicated, it's a holiday schedule.
 21 Q. And for what period of time was this in effect?
 22 A. I'm not sure. It could be for one month or so. But
 23 this is the prime one. I think it's the program for the
 24 month.
 25 Q. Okay. And does this schedule on its face state specific

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1 dates that it was enforced for?
 2 A. From December 21st, January 3rd.
 3 Q. Could you turn to the second page. In the first column
 4 of the second page, do you see where your van is listed?
 5 A. Yes.
 6 Q. And where is that?
 7 A. Seventh row from the left.
 8 Q. Okay. So on the left, the seventh row down, or
 9 whatever?
 10 A. Yeah, seventh.
 11 Q. And the assignments that are listed here, did you
 12 request these, or how did you get these?
 13 A. SuperShuttle actually given me those.
 14 Q. And this document, where did you get this document?
 15 A. Most of the time actually when we picking up our checks,
 16 it would be stapled with our check stub. But sometimes
 17 actually it will be handed to us.
 18 Q. Wondem, from reviewing this schedule, can you tell if
 19 it's the same number of pickups as a normal schedule?
 20 A. No, it's different.
 21 Q. In what ways is it different?
 22 A. Based on this schedule, we don't have partners. Yeah,
 23 so no partner.
 24 Q. No partners. Okay. Let me just walk you through this,
 25 of Exhibit P-34 again, a two-page document, P-34.

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1 HEARING OFFICER SAVELAND: No, no, no. So --
 2 MR. SCULLY: So you're saying that --
 3 HEARING OFFICER SAVELAND: So 100, the corresponding
 4 run, it's on the other side of the page is 600?
 5 MR. GOSCH: That's right.
 6 HEARING OFFICER SAVELAND: 150, 650; 200, 700?
 7 MR. GOSCH: Exactly.
 8 HEARING OFFICER SAVELAND: And so if we can move on now?
 9 Q. BY MR. GOSCH: Now, the following question, which was --
 10 HEARING OFFICER SAVELAND: Okay.
 11 Q. BY MR. GOSCH: The holiday schedule, Exhibit P-58, are
 12 there any partners assigned?
 13 A. December 27th I was assigned --
 14 Q. I'm sorry --
 15 A. -- 300.
 16 Q. -- can you stick with December 21st, just --
 17 MR. SCULLY: No, no, no. I thought the question was for
 18 the whole exhibit. Now we're not asking that question
 19 anymore?
 20 MR. GOSCH: Do you want us to take longer, Patrick? We
 21 can take as long as you want.
 22 HEARING OFFICER SAVELAND: Mr. Gosch is asking
 23 specifically about December 21st. I think perhaps the
 24 witness was confused and went to the 27th. If --
 25 MR. SCULLY: I thought the question was -- perhaps we

1 that's fine.
 2 HEARING OFFICER SAVELAND: Having forgotten the
 3 question, why don't you ask the question again.
 4 Q. BY MR. GOSCH: On the holiday schedule, Exhibit P-58,
 5 can you tell from looking on December 21st whether any
 6 partners are scheduled?
 7 A. No. There is no one scheduled.
 8 Q. And how do you know that?
 9 A. It was supposed to listed there from -- run 100, 600
 10 would be running on the other. So it's not indicated in
 11 anything like that.
 12 Q. Wondern, it's true as in the holiday schedule that their
 13 runs 100, 200, 300, 400, and 500 are scheduled on Monday,
 14 December 21st, right?
 15 A. Yeah, they are scheduled.
 16 Q. And specifically, the very first row, row 72 was
 17 scheduled for run number 100 on the 21st, right?
 18 A. Yes.
 19 Q. And halfway down the page, van 381 is scheduled for run
 20 number 200?
 21 A. Yes, that is scheduled the way it is.
 22 Q. And if you turn to the second page, the very first van,
 23 461 is schedule for run 300; is that right?
 24 A. Yes.
 25 Q. And halfway down that page, van 427 is scheduled for run

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1 can have the question read back. I thought the question
 2 was, "Are there any partners on that holiday schedule?"
 3 MR. GOSCH: That's fine. We can take as long as you
 4 want, Patrick.
 5 MR. SCULLY: Well, he can play the --
 6 MR. GOSCH: I mean, if you guys want to dispute this,
 7 Patrick, say what your dispute is. If you don't dispute it,
 8 let us get it into evidence.
 9 MR. SCULLY: I understand that he's concerned that the
 10 rehearsed situation isn't playing out. But he did ask the
 11 witness as to --
 12 MR. GOSCH: No, and I object to that. And I object to
 13 yet another nasty comment from counsel --
 14 MR. SCULLY: They're --
 15 MR. GOSCH: -- who can't help himself.
 16 HEARING OFFICER SAVELAND: I agree. I agree. If there
 17 is something -- if there's something that your client would
 18 like to --
 19 MR. SCULLY: It's not the question he asked. That --
 20 HEARING OFFICER SAVELAND: Okay.
 21 MR. SCULLY: It's not the question he asked.
 22 HEARING OFFICER SAVELAND: Okay.
 23 MR. SCULLY: That's all
 24 HEARING OFFICER SAVELAND: Having --
 25 MR. SCULLY: If he wants to ask a different question,

1 400, right?
 2 A. Yes, 427 went to 400.
 3 Q. Will you look through those same pages in the first
 4 column, and see if the partners, in other words, run 600,
 5 700, 800, or 900 are assigned?
 6 A. There is 950, 450, but I don't see -- 600 is not there.
 7 Q. What about 700, is he assigned? Is that run assigned?
 8 A. I don't see it.
 9 Q. And what about 800? Is 800 assigned on December 21st?
 10 A. No, there isn't.
 11 Q. And what about 900? Is 900 assigned on the 21st?
 12 A. I don't think -- I don't think there isn't.
 13 Q. Take your time.
 14 A. 900 right? There isn't.
 15 Q. BY MR. GOSCH: okay. So Wondern, there were no partners
 16 assigned for downtown, run number 1, runs number 100, 200,
 17 300, 400 or 500; is that correct?
 18 A. Yes, there was not.
 19 Q. What does that tell you about the difference in the
 20 holiday schedule, compared to the normal schedule?
 21 A. The difference is there's no partner. They're on
 22 holidays. We have no partners. The normal schedule, we
 23 have partners.
 24 Q. Does that mean that there's fewer pickups during the
 25 holiday schedule?

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1 A. As far as I know, that's what we were told.
 2 Q. And how were you told that?
 3 A. When I went to pick up actually a list, and I requested
 4 why -- was wondering why we don't have partners, they were
 5 like, "Well, because holidays, that's how it is."
 6 Q. Okay. And who told you that?
 7 A. MOD.
 8 Q. Wondem, have you ever picked up passengers off the
 9 street?
 10 A. No, I have not.
 11 Q. And as far as you understand, are you allowed to just
 12 pick someone up who might wave you down as you're driving?
 13 A. No, I don't think it's allowed.
 14 Q. Wondem, have you ever been given an event report?
 15 A. Such as?
 16 Q. A piece of paper was called an "event report" about
 17 something that you did while working for SuperShuttle.
 18 A. Yes, I have received that.
 19 Q. Have you ever received default letters?
 20 A. A whole lot, actually.
 21 Q. A whole lot?
 22 A. Yes.
 23 (Petitioner's Exhibit 59 marked for identification.)
 24 Q. BY MR. GOSCH: Wondem, I'm handing you what I've marked
 25 as Petitioner's Exhibit 59. Do you recognize this document?

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1 A. Yes.
 2 Q. Where have you seen this before?
 3 A. My folder, when I was taking action.
 4 Q. Okay. Have you ever been given a copy of this?
 5 A. I do have one. I have one.
 6 Q. Okay. And when you say "your folder," what do you mean?
 7 Where did you get this document?
 8 A. Whenever we go pick up our checks, actually, it will be
 9 there. And once we pick this up, we're supposed to go and
 10 have a talk. (Discard)
 11 Q. Okay. On this Exhibit P-59, it says, "presented by
 12 Robert Sare." Who is Robert Sare?
 13 A. As far as I know, since I started, he started as a
 14 dispatch and then sometimes on the weekend as a MOD.
 15 Q. Were you spoken to about this event report?
 16 A. Yeah. I've talked to him and indicated, "Well, this was
 17 given to you because you didn't get out on time, and you
 18 were supposed to work door-to-door and you didn't do that."
 19 MR. GOSCH: I move admission of Exhibit P-59.
 20 HEARING OFFICER SAVELAND: Any objection?
 21 MR. SCULLY: NO. But we don't want to be bound by this
 22 witness' description of who Mr. Sare is.
 23 HEARING OFFICER SAVELAND: That's fine. P-59 is
 24 received.
 25 (Petitioner's Exhibit 59 received into evidence.)

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1 (Petitioner's Exhibit 60 marked for identification.)
 2 Q. BY MR. GOSCH: Wondem, do you recognize this exhibit?
 3 I'm sorry, I just handed you what's marked as P-60; do you
 4 recognize this exhibit?
 5 A. Yeah, I do recall. But my name's on it, so let me just
 6 briefly read it.
 7 Q. Please.
 8 A. (Reviews document.) Yes.
 9 Q. This incident says that you were issued a default letter
 10 for a no-call/no-show for DTD shift; is that right?
 11 A. Yes. No-call/no-show. Because I didn't work, that's
 12 why.
 13 Q. And it was written by David R. Matheson, the Director of
 14 Unit Franchising?
 15 A. Yes.
 16 Q. And it was issued on April 30th, 2009?
 17 A. Yes.
 18 Q. Did Mr. Matheson talk to you about this, or just
 19 Mr. Sare?
 20 A. Based on that -- after I have spoken with Mr. Robert
 21 [sic], then I receive the default letter.
 22 Q. Okay. And Exhibit P-60 is the same incident for which
 23 you got an event report at P-59; is that right?
 24 A. Yes.
 25 MR. GOSCH: Move for admission of Exhibit P-60.

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1 HEARING OFFICER SAVELAND: Any objection?
 2 MR. SCULLY: Was this previously admitted?
 3 MR. GOSCH: I'm not sure.
 4 MR. SCULLY: Well, no objection.
 5 HEARING OFFICER SAVELAND: Normally -- okay. P-60 is
 6 received.
 7 MR. SCULLY: subject to the possibility it's been
 8 previously admitted as well.
 9 (Petitioner's Exhibit 60 received into evidence.)
 10 (Petitioner's Exhibit 61 marked for identification.)
 11 Q. BY MR. GOSCH: Wondem, I'm going to hand you what's been
 12 marked as P-61. Do you recognize this document?
 13 A. Yes.
 14 Q. What is this document?
 15 A. It's a default letter.
 16 Q. And what was this default letter for?
 17 A. It's based on the, whatever was scheduled, I didn't
 18 go -- during that time in there, that's why it was given to
 19 me.
 20 MR. GOSCH: I'll move for admission of Exhibit P-61.
 21 HEARING OFFICER SAVELAND: Any objection.
 22 MR. SCULLY: No, objection. I still don't know if it
 23 was previously admitted, but there's no objection to that.
 24 HEARING OFFICER SAVELAND: P-61 is received.
 25 (Petitioner's Exhibit 61 received into evidence.)